

EXHIBIT B

Final Report
New York State Title IV-E Foster Care
Eligibility Review
April 1, 2002 - September 30, 2002

Introduction

During the week of April 28, 2003, Administration for Children and Families' (ACF) staff from the Central and Regional Offices and State of New York staff conducted a primary eligibility review of New York's title IV-E foster care program in Rensselaer, New York.

The purpose of the title IV-E foster care eligibility review was (1) to determine if New York State was in compliance with the child and provider eligibility requirements as outlined in 45 CFR §1356.71 and Section 472 of the Social Security Act; and (2) to validate the basis of the State's financial claims to ensure that appropriate payments were made on behalf of eligible children and to eligible homes and institutions.

Scope of the Review

The New York State title IV-E foster care review encompassed a sample of all of the title IV-E foster care cases that received a foster care maintenance payment during the period of April 1, 2002 to September 30, 2002. A computerized statistical sample of 100 cases (80 cases plus 20 over sample cases) was drawn from the Adoption and Foster Care Analysis and Reporting System (AFCARS) data which was transmitted by the State agency to the ACF for the period under review. The child's case file was reviewed for the determination of title IV-E eligibility and the provider's file was reviewed to ensure that the foster home or child care institution in which the child was placed was licensed or approved for the period of the review.

The State provided payment and claiming information for all of the reviewed cases. This information required extensive analysis and compilation for use in identifying payment amounts associated with the review findings. Gaps in the payment or the claiming of payments were identified covering periods during which children remained in care for some of the reviewed cases. The State did not provide information that would permit an analysis of whether the payment amounts are in accordance with the applicable rates for the type(s) of service.

During this initial primary review, 80 cases were reviewed. Thirty-one cases were determined to be in error for either part or all of the review period for reasons that are identified in the Case Record Summary section of this report. Since the number of error cases exceeded eight, the ACF has determined New York State not to be in substantial compliance. Therefore, pursuant to 45 CFR §1356.71(i), you are required to develop a Program Improvement Plan (PIP). Once the State has satisfactorily completed the PIP, a secondary review of a sample of 150 foster cases will be conducted.

VI. Ineligible Payment – Title IV-E foster care maintenance assistance payments may only cover the costs of providing certain items encompassed within the definition of this term. [Statutory Citation: 475(4); Regulatory Citation: 1356 60(c)]

One (1) case was ineligible for FFP based upon documentation establishing that the service provided was therapeutic counseling. This item of cost constitutes the provision of social services and is not allowable as a title IV-E claim. The payment was classified in the State's automated system as "Type 63 – Additional Per Diem".

Areas of Strengths

In this section we have identified the areas of strength. Under each heading we provide the statutory and regulatory basis, and the specific results from our review.

Safety Requirements of Provider - In all cases where the State opts out of the criminal records check requirement, the licensing file for that foster or adoptive family must contain documentation that verifies that safety considerations with respect to the caretaker(s) have been addressed. In addition, in order for a child care institution to be eligible for title IV-E funding, the licensing file for the institution must contain documentation which verifies that safety considerations with respect to the staff of the institution have been addressed. [Statutory Citation: 471(a)(20), 475(1); Regulatory Citation: 1356.30]

Safety requirements for foster/adoptive family homes when state has opted out of criminal records check

The review indicated that in all foster family home cases reviewed the file contained the required documentation verifying that the safety consideration had been addressed for foster care providers. Specifically, it was determined that the State-required criminal records check had been conducted for all foster home cases reviewed and any concerns reviewed.

Safety requirements for staff/caretakers in child care institutions

Concurrently, the review also indicated that in all institutional cases reviewed the file contained the required documentation verifying that the safety consideration had been addressed for staff/caretakers in child care institutions.

Disallowances

The review included a sample of 80 cases. The sample was drawn from a universe of cases that received at least one title IV-E foster care maintenance payment during the 6-month AFCARS period of April 1, 2002 to September 30, 2002. Based upon the results of the review, the State of New York has been determined not to be in substantial compliance. Thirty-one cases were determined not to be eligible for funding under title IV-E foster care. Therefore, a disallowance in the amount of \$806,811 in Federal Financial Participation is assessed for the period of time that these cases were determined to be in error through the end of the period under review for foster care maintenance payments and administrative costs.

Review Team Members and Coordinators

Vicki Wright	Children's Bureau, Washington, D.C.
Junius Scott	ACF Region II
Carolyn Baker	ACF Region II
Evelyn Torres-Ortega	ACF Region II
William Meltzer	ACF Region II
Maria Vazquez	ACF Region II
Shari Brown	ACF Region II
Sharon Morris	OCFS/DDPS Home Office
Nancy E. Griffin	OCFS Albany Regional Office
Kerri Barber	OCFS Albany Regional Office
Susan Burns	Albany County DSS
Jamie Dombroski	Fulton County DSS
Sharyn Liebman	New York City ACS
Veronica Lynch	OCFS Finance
Janice Mc-Govern-Johnson	OCFS Finance
Mike Ginock	OCFS Finance
Christine Heywood	OCFS/DDPS Home Office
John Conboy	OCFS Finance
John Murray	OCFS Finance
Tina McCarthy	OCFS Finance
Art Ambuhl	OCFS/DDPS Home Office
Mary Collier	OCFS/DDPS Home Office

EXHIBIT C

Subj: **RESPONSE TO HANDLE WITH CARE BEHAVIOR MANAGEMENT INQUIRY: CRISIS INTERVENTION**
Date: 8/10/2005 10:26:46 AM Eastern Standard Time
From: jscott@acf.hhs.gov
To: Lawsomesq@aol.com
CC: mhiggins@acf.hhs.gov, bandrews@acf.hhs.gov, sbrown@acf.hhs.gov, JSCOTT@ACF.HHS.GOV, JLin@acf.hhs.gov, wmeltzer@acf.hhs.gov, mquintana@acf.hhs.gov, etorres-ortega@acf.hhs.gov, mvazquez@acf.hhs.gov

Ms. Adler,

I am pleased to provide a response to the policy question you raised in your e-mail message dated June 28, 2005 as follows:

Question

Please advise whether payments for training in crisis intervention [a.k.a. "restraint"] that are provided to private voluntary agencies are allowed expenses that New York State can apply for reimbursement under Title 4-E Foster Care grants.

ACF Response

In consultation with our Children's Bureau Policy Division in Washington, we are providing the following response for your information and reference.

A. No. Training in crisis intervention is not a reimbursable training expense under title IV-E. Generally speaking, to be allowable, training must be related to the examples of allowable administrative costs necessary for the administration of the foster care program at 45 CFR 1356.60(c)(2). Training on how to perform a particular service or intervention is not reimbursable, although training that provides general knowledge related to the types of services that might appropriately be provided to a child or family is reimbursable.

Although the topic is unallowable, we want to clarify who can be trained under the title IV-E program. States may only claim title IV-E training funds at the 75% Federal financial participation (FFP) rate for employees of the State agency or individuals preparing for employment with the State agency. Furthermore, the State is permitted to claim at the 50% FFP rate to train private agency employees under contract with the State to perform administrative functions for the State. Otherwise, the State may not claim for any funds, administrative or training, for the purpose of training private agency employees.

I hope that this is helpful to you. If you have questions, please let me know.

Junius Scott

Program Manager

Youth and Family Services Division

Office of State and Youth Programs

Administration for Children and Families

26 Federal Plaza - Room 4114

New York, New York 10278

(212) 264-2890, ext. 145

FAX: (212) 264-0013

E-mail: jscott@acf.hhs.gov

EXHIBIT D

18000

MEMORANDUM OF AGREEMENT

MOU 189

between

NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES

and

CORNELL UNIVERSITY

on behalf of its Statutory Colleges

GENERAL TERMS

This Memorandum of Agreement (MOA) entered into as of this 1st day of October 1994 between the New York State Department of Social Services, a New York State government agency located at 40 North Pearl Street, Albany, New York 12243 (Department) and Cornell University, a not-for-profit, educational institution and the Morrill Land Grant institution of the state incorporated under chapter 585 of the laws of 1865 of the State of New York (University), acting on behalf of its statutory colleges. This Memorandum of Agreement sets forth the understanding of the parties in relation to the funding and administration of a variety of Federal and University supported, State-sponsored social services training programs.

1. Purpose of the Memorandum of Agreement

The purpose of this MOA is:

To fulfill the related missions of the University's statutory charge as partner with and on behalf of state government to pursue the educational and general life improvement needs of the people of New York State, and the Department's responsibility as the state agency created to fulfill the social service needs of the state;

To carry out the intent of the parties with regard to optimizing procedures for funding and administering a variety of Federal and University supported, State-sponsored social services training programs in the pursuit of the parties' common public service mandate;

To implement the requirements of the State Operations Budgets beginning with those of the budget enacted by the State Legislature in 1994 and extending in support of future state budgets, subject to appropriation of the funds necessary to support the activities contemplated under this MOA and its incorporated work plans and budgets; and

To set forth the agreement of the parties with regard to each party's respective responsibilities and obligations in maintaining and improving effective fiscal administration and operation of these training programs at selected statutory colleges housed at Cornell.

2. **Cooperation of All Parties and Incorporation of Appendices, Work Plans, and Budgets**

The Department and University shall fully cooperate in the implementation of this MOA and, subject to all applicable legal requirements, pledge to continue their cooperation to carry out the public purposes set forth herein. Both parties agree to use their best efforts to carry out the programs as described in such work plans and budgets as may be approved under this MOA and subject to its terms. Both parties additionally pledge to use their best efforts to carry out the requirements of the following, which are incorporated into and comprise this MOA in the following order of precedence:

- Memorandum of Agreement General Terms
- Appendix A, Standard Provisions of Department of Social Services Training Services Agreements
- Appendix B, Affirmative Action Definitions, Evaluation Requirements, and Curriculum Development.

3. **University as Agent Overseeing its Statutory Colleges under the General Supervision of the State University Trustees**

Article 115 of the Consolidated Education Law of New York State codifies the Charter of Cornell University as amended over time from its original enactment by the New York State Legislature under Chapter 585 of the Laws of 1865. Pursuant to Article 115, the University is responsible for the management and fiscal administration for all education, research, extension teaching and related public service, including, specifically, training programs which are carried out at the state-funded colleges housed and operated at the University under the general supervision of the state university trustees. It is understood and agreed by the parties that the University does not have sufficient funds available to fully fund the training programs which are the subject of this MOA. Therefore, the parties pledge to diligently exercise every effort to secure all necessary reviews and approvals as expeditiously as possible, but in no event later than the start date of services as specified in work plans and budgets incorporated hereunder, with the possible exception of the first year of services provided under this MOA.

4. **Work Plans and Budgets**

4.1 **Submission of Work Plans and Budgets**

The University agrees that separate project work plans, including associated project budgets, shall be submitted to the Department for each training program to be conducted by a statutory college of the University. Project work plans must be completed in accordance with the terms of this MOA and as applicable, instructions and forms contained in the Department's annual Request for Proposals. Subject to Department approval, work plans and budgets shall be completed in accordance with Department and University discussions

for ongoing or special programs in fulfillment of the parties related statutory missions. Project work plans, budgets, and their corresponding amendments must be incorporated hereunder prior to commencement or modification of services and shall be approved in accordance with this MOA.

4.2 Modification of Project Work Plans and Budgets

Project work plans and/or project budgets may be modified upon the mutual agreement of the Department and the University. Such modifications, along with unanticipated program developments, may affect the scope of and require changes in incorporated project activities and corresponding budget amounts. In accordance with any such modifications or developments, funding, project work plans, or other elements comprising the training programs incorporated hereunder shall be correspondingly modified. Such modifications shall be incorporated under this MOA within 30 days of agreement between the parties.

Project budgets may be modified to the extent of ten (10) percent of any cost category, except shifts in personnel and changes to the work plan, without Department approval. Modifications in excess of ten (10) percent, as well as personnel, staffing plan, and work plan changes must be completed and approved in accordance with the instructions and forms contained in the Department's "Training Contract Operations Manual." The Department will notify the University, in writing, of budget modification approval, or, also in writing, of disapproval and particularize the reasons for such disapproval. The gross or reimbursed amounts of modified work plans may not be increased.

5. Funding

The following funding provisions shall apply to all approved programs unless alternate funding provisions are negotiated and agreed to by both parties to this MOA.

5.1 Total Approved Funding Levels and Budget Formats

The total amount available and reimbursable for specified federal fiscal years shall be set forth in each proposed work plan and associated budget as from time-to-time amended, in accordance with Section 3 and shall be approved as part of the annual funding approval process. The project work plan budgets, as described in Section 4, shall identify by major budget category the gross total program costs for each approved project work plan, reimbursable amounts, and any non-Federal matching funds which shall include the Department's administrative fee.

5.2 Advance Payments

As long as this MOA is in effect, the Department shall advance payment to the University up to 25 percent of the total.

reimbursable amount of each training program funded for the fiscal year. These advance payments will be made via standard voucher. These advances may be processed by the Department upon the final approval of this MOA, each work plan and associated budget, and receipt by the Department of properly executed State Standard Vouchers (AC-92), in a form acceptable to the Department and to the Comptroller of the State of New York.

Any interest accrued on funds paid to the University by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of the program or expended on additional services provided for the program.

- In the event either party terminates the MOA or any training program included in it, prior to its expiration, the University agrees to refund to the Department immediately any advance balance related to the terminated training program then outstanding, except for funds required for outstanding obligations. Such refund will be made as soon as practicable but no longer than 30 days following notice of termination to allow for reconciliation of outstanding obligations.

5.3 Repayment of Advance

The 25% advance payments to the University shall be recouped by crediting, in four equal amounts, the advance against the 8th, 9th, 10th and 11th standard vouchers. If the amount of any monthly claim is not sufficient to cover the proportionate advance amount to be recouped, then the 12th and/or final vouchers will be reduced until the advance is fully recovered. In any instance where an advance is not fully recovered under this procedure, the University shall return the unrecovered advance to the Department or the Department, at its option, may recover the advance from any payment otherwise payable to the University.

6. Monthly Expenditure Report and Certification

6.1 Monthly Expenditure Reports

Within thirty calendar days after the end of each month for which this MOA is in effect, the University shall submit to the Department a properly executed State Standard Voucher (AC-92) setting forth the University's billing of expenditures for each project work plan for the preceding month. Each such voucher shall be executed by an authorized official of the University. Each voucher and expenditure summary shall identify by major budget category the gross program costs for each work plan, reimbursable amounts, and any non-Federal matching funds which shall include the Department's administrative fee. Final vouchers shall be submitted to the Department within ninety (90) days of the completion or termination date of each program work plan.

6.2 10% Withhold

The Department reserves the right to withhold up to 10% of the reimbursable amount per training program as security for the faithful completion of services under this MOA and accordance with its terms. Said amount to be paid to the University upon receipt and approval by the Department of all required reports, all products of the projects, a final billing of expenditures, and the accounting for the advance payment made pursuant to this MOA.

6.3. Designated Payment Office

The University agrees to submit all standard voucher claims for billing expenditures for reimbursement and processing to the Designated Payment Office which, for the purpose of this MOA, will be the Department's Office of Human Resource Development. The Department agrees to submit all payments in relation to this MOA to the University's lock box address at P.O. Box 1354, Albany, NY 12201.

7. Disallowances and On-site Audit

7.1 Department Disallowance

Based upon the information provided by the University in the expenditure reports as described in Section 6, the Department may, to the extent expenses claimed by the University are not in accordance with the terms of this MOA, assess training program disallowances to be deducted from reimbursement to the University. The Department shall notify the University of the adjustments, disallowances and disapprovals in writing, and such notification shall set forth the applicable reasons. If applicable, disallowances shall not be made by the Department to the final close-out voucher unless advance notice is made in writing to the University. The University will then be given the appropriate opportunity to respond to the reasons for the proposed disallowance before the voucher is processed for payment.

7.2 Federal Disallowances

The Department reserves the right to deduct any Federal disallowances relating to training programs under this MOA from future reimbursements to the University to the extent such disallowances are for expenses claimed by the University not in accordance with the terms of this MOA upon notice to the University as provided in this MOA.

7.3 On-Site Audit

The University shall permit Department staff, on dates mutually agreeable to both parties, to perform an annual on-site audit of source documents supporting expenditures reported. All source

documents shall be made readily available by the University for use by the Department during the audit. The University will also allow the Department to initially review the University's processes and procedures for internal auditing and billing of Department sponsored projects under this MOA at the beginning of each MOA period.

8. Disputes

If a dispute arising out of this MOA cannot be settled through negotiation, the parties agree to submit such dispute to the Director, Division of the Budget, who has jurisdiction to resolve matters affecting State financial operations monies and to abide by any award rendered.

9. Changes

This MOA may be modified only by written amendment signed by authorized representatives of the Department and University.

10. Miscellaneous

10.1 Partial Invalidity

If any term or provision of this MOA, or the application of any term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable by any court or administrative authority of competent jurisdiction, the remainder of this MOA, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected and shall be valid and enforceable to the extent permitted by law.

10.2 Paragraph Headings

The headings of the various sections of this MOA are for the convenience of reference only and in no way define, limit, modify, or describe the scope or intent of this MOA or in any way affect its implementation.

10.3 Governing Law

This MOA shall be governed by, and construed in accordance with, the laws of the State of New York, and Federal grant requirements set forth in 45 CFR Part 74.

10.4 Notices

Unless otherwise specifically provided in this MOA, any notice by a party to the MOA must be in writing, signed by the party giving it, and shall be served either personally, by New York State messenger service, or by mail addressed as follows:

To Department:

Director
Office of Contract Management
Department of Social Services
40 North Pearl Street
Albany, New York 12243

To University:

Director
Office of Sponsored Programs
Cornell University
120 Day Hall
Ithaca, New York 14853

All notices become effective only when received by addressee.

IN WITNESS of the intent of the parties hereto to cooperate with one another to advance the purposes of the MOA in the manner stated herein, the parties have signed this MOA as of the date first above written.

DEPARTMENT OF SOCIAL SERVICES

By: John M. Sullivan, OCT 27 1994

Office of Contract Management
DIRECTOR
OFFICE OF CONTRACT MANAGEMENT

CORNELL UNIVERSITY

By: Jack W. Lowe
Jack W. Lowe
Director, Office of Sponsored
Programs

APPENDIX A

Standard Provisions of Department of Social Services Training Services Agreements

Pursuant to the terms of this Memorandum of Agreement, it is mutually understood that the following Standard Provisions will be incorporated to ensure that the terms and conditions of the MOA are carried out during its fiscal administration and operation of the training programs under the MOA.

Subject to the MOA, the parties mutually agree to incorporate the following understandings:

1. Deliverables and Reports

(a) The University represents and agrees to establish appropriate means to ensure ongoing communication between the Department and the University so as to inform the Department of significant program developments. The University agrees to submit to the Department, within ten (10) days of occurrence, in writing, a description of any and each problem which threatens the successful completion of this MOA together with a recommendation for resolution whenever possible. Upon receipt of such written description, the Department agrees to respond to the the University in writing offering its appraisal of the situation and recommendation for further course of action.

(b) The University shall submit required program reports including quarterly reports and a final report submitted to the Department in a timeframe and format prescribed in the Department's "Training Contract Operations Manual." The University shall submit the final report within sixty (60) days of the completion or termination date of the annual work plans and associated budgets. The Department shall review and approve said report within a reasonable time after submission.

(c) The University shall prepare, in a format prescribed in the Department's "Training Contract Operations Manual," quarterly reports describing work performance and providing such other information as may be required on project activities, including three (3) copies of all training materials such as curricula, instructional materials, worksheets, handouts, reprints, exercises, assessment instruments, and any other material used in the learning process. The University shall maintain in its own record, for review by the Department, a trainee list for each specified training activity.

In addition, the University shall prepare in a format prescribed by the Department a quarterly report describing the efforts of the University to comply with the provisions of paragraphs 2 (e) and 3 and the Affirmative Action Plan required pursuant to paragraph 2 (c) and (d). This affirmative action quarterly report shall include, but not be limited to, personnel actions that have resulted in changes in the Staffing Plan and analysis of total awards/expenditures to subcontractors and vendors. The University agrees to make available to the Department, on request, the information and data used in compiling such reports.

(d) The University agrees to submit plans for each specified training activity to the Department for review and advance approval which conform with Department program objectives and priorities. Such program plans shall be submitted to the Department thirty (30) days prior to the implementation of training.

2. Personnel and Affirmative Action

(a) It is the policy of the Department to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises who are under contractual agreement to the Department for the provision of goods and services. The University will be expected to make best efforts in this area. The Department may require the University to demonstrate how it has complied or will comply with the aforesaid policy.

(b) The University agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR, Part 60, and to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(c) The University shall adhere to and implement fully the nondiscrimination policy of the Department as it relates to affirmative action, equal employment opportunity, and the utilization of minority business enterprises and minority community-based organizations.

(d) The University agrees to designate a college-level supervisory individual whose responsibility shall be to develop and implement for the training programs under this MOA, an affirmative action plan acceptable to the Department.

(e) The University shall possess and comply with an Affirmative Action Plan for the training programs under this MOA which is acceptable to the Department prior to the effective date of the annual work plans. The Affirmative Action Plan shall include, but not be limited to, outreach efforts for protected class and minority candidates (as those terms are defined in Appendix B); liaison with community-based organizations; proposal for maintaining minimum workforce levels for project duration; procedures for preparation and submission of periodic affirmative action reports; and procedures for outreach to solicitation of Minority Business Enterprises (MBEs) as subcontractors and vendors of this project.

(f) The University represents and agrees that on the date of the annual commencement of services under this MOA, the staff performing the work will be as set forth in the project work plans. In addition, the University will advise the Department immediately of any anticipated changes in its Staffing Plan during the term of each annual work plan.

(g) The University will use their best efforts to employ, where possible, recipients of public assistance and care, as that term is defined in Section 2.18 of the Social Services Law of New York State, in accordance with their staffing plan. The University will document this in their quarterly and final reports.

(h) The Department represents and agrees to provide the University with technical assistance in carrying out the provisions of paragraphs 2(e) and 3. Such assistance will include, but not limited to, identification of potential personnel, vendors and/or subcontractors.

(i) The University will identify for prior approval of the Department, in writing, the person (s) who will be responsible for directing the work to be done under the University contract as well as other principal project personnel. No change or substitution of any such project personnel will be made without prior written approval from the Department.

3. Subcontracts

(a) The University will not enter into any subcontracts (as defined in the Department's Training Guidelines) for the performance of the obligations under this MOA without the prior written approval of the Department except for subcontractors with a value of less than Five Thousand Dollars (\$5,000). All agreements between the University and subcontractors shall be in writing. All such subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the MOA, that nothing contained in such subcontract shall create any contractual relation between any subcontractor and the Department, and that nothing contained in the subcontract shall impair the rights of the Department under the MOA. The University shall be responsible for compliance by all subcontractors with this MOA, statutes, regulations, and executive orders set forth in paragraph 2 of this Appendix, as well as the New York State Executive Law Sections 290-299 and the Civil Rights Law of New York State.

(b) It is the Department's policy, pursuant to Executive Order No. 21, to require contractors to undertake effective affirmative action efforts to ensure, where possible, the utilization of minority and women-owned business enterprises as subcontractors, vendors, and suppliers (hereinafter referred to for brevity as "subcontractors"). The University will attempt to achieve the following goals in carrying out the MOA: that ten to fifteen percent of the total dollar amount expended under each work plan for subcontracting activity, as defined above, if any, be awarded to subcontractors which are minority-owned business enterprises and women-owned enterprises.

4. General Schedule and Payment

(a) Each request for payment submitted by the University to the Department shall be supported by accounting records maintained at the University's places of business which shall show time or level of effort expended by staff members for which such requisitions are submitted,

and which shall document the expenditures made and obligations incurred by the University in support of project activities. Said accounting records will be available to the Department. They shall be retained by the University and kept according to generally accepted accounting principles and be available for audit examination or review for a period of six (6) years after completion of the annual project work plans or after notification of an audit.

(b) The University shall not submit to the Department any claim that has previously been paid either by the State or by other funding sources.

(c) The University agrees to obtain prior written approval from the Department for conference and seminar attendance.

(d) The University agrees that funds received from other sources for specific services already paid for by the State shall be reimbursed to the State.

5. Publications, Copyrights, and Inventions

Subject to Federal Standards as set forth in 45 CFR Parts 6 and 8, the Department shall have unlimited right to reproduce, distribute, and utilize any training materials and supplies produced as a result of training programs under this MOA for any purpose whatsoever, provided, however, that the United States Department of Health and Human Services shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise distribute, and to authorize others to use the training materials, supplies and inventions or work for government purposes.

6. Information Access

Officials (including auditors) of the United States Department of Health and Human Services, the Comptroller General of the United States, the State Department of Social Services, the State Division of the Budget, and the Office of the State Comptroller, or their duly authorized representative, shall have access to and the right to examine any books, documents, papers, and records of the University involving transactions related to this MOA.

7. Equipment

Unless otherwise specifically agreed by representatives of the University and Department, all equipment purchased from monies under this MOA shall at all times be the property of the Department and shall, at the Department's option, either be returned to the Department, or accounted for to the satisfaction of the Department at the termination of this MOA, provided, however, that if the University shall enter into additional contracts with the Department, the University shall have the right to renegotiate the continued use of the equipment.

8. Confidentiality

Consistent with Department policy, the University will use their best efforts to safeguard the confidentiality of all information utilized by or in the possession of the University under this MOA where such information is subject to Federal and State confidentiality statutes and regulations. The University represents and agrees to protect and maintain the confidentiality of all such information in conformity with the provisions of applicable Federal and State statutes and regulations.

9. Termination

(a) This MOA may be terminated by mutual written agreement of the parties to the MOA.

(b) To the extent permitted by law, this MOA may be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the University. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the University.

(c) This MOA may be terminated by the University or Department for cause or upon the failure to comply with the terms and conditions of its agreement, provided that notice specifying such cause or failure is provided. Such written notice shall be delivered as follows:

Director, Office of Sponsored Programs
Cornell University
120 Day Hall
Ithaca, New York 14853

Director, Office of Contract Management
Department of Social Services
40 North Pearl Street
Albany, New York 12243

Such termination shall be effective immediately upon receipt of such notice. Under the terms of the MOA the University agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(d) Should the Department determine that Federal or State funds are unavailable, the Department shall deem this MOA terminated immediately. The Department agrees to give timely notice to the University in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the University only for the expenditures made and obligations incurred by the University until such time as notice of termination is received either orally or in writing by the University from the Department.

10. Additional Assurances

(a) the University will comply with all applicable standards, orders, or requirements of Section 306 of the Clean Air Act, 45 USC 1857 (h), Section 504 of the Clean Water Act (33 USC 1398), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). The University shall report violations to the Department and to the United States Environmental Protection Agency, Assistant Administrator for Enforcement.

(b) the University will be bound by the terms and conditions of the Affirmative Action Definitions; Evaluation Requirements and Curriculum Development as set forth in Appendix B.

(d) the Department and University shall recognize applicable mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (P.L. 94-165) and any amendment thereto.

(e) the University agrees to comply with the Department's requirements for project implementation, payments, changes, reporting and evaluation, as set forth in the Department's annually issued training manual entitled, "Training Contract Operations Manual;" and any interim updates and any other modifications to such manual, shall be mutually agreed to by the Department and the University.

APPENDIX B

AFFIRMATIVE ACTION DEFINITIONS

For the purpose of this MOA, the following definitions shall apply:

1. **Minority Business Enterprise.** Any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one of the stock of which is owned by, citizens or permanent resident aliens who are Black, Hispanic, Asian and Pacific Islander, or American Indian or Alaskan Native, and such ownership interest is real, substantial, and continuing. The minority and women-owned ownership must have and exercise the authority to independently control the business decisions of the entity
2. **Women-owned Business Enterprise.** Any business enterprise which is at least fifty-one percentum owned by, or in the case of publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent aliens who are women, and such ownership interest is real, substantial and continuing.

For the purposes of this MOA, it is understood that the definition of protected class is:

Legally identified groups that are specifically protected by statute against employment discrimination. Protected class encompasses minorities, women, Vietnam Era Veterans, disabled persons and others by virtue of the law or court decisions interpreting the law.

Definitions of Specific Categories of Protected Class:

1. Ethnic Categories

Black (not of Hispanic Origin) - a person having origins in any of the black racial groups of the original peoples of Africa.

Hispanic - a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race.

Asian or Pacific Islander - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

Native American or Alaskan Native - a person having origins in any of the original peoples of North America, and who maintains cultural identification through affiliation or community recognition.

2. Disabled Person - any person who (a) has a physical or mental impairment that substantially limits one or more major life activities; (b) has a record of such impairments, or (c) is regarded as having such an impairment.
3. Vietnam Era Veterans - any person who was in active Military Service between January 1, 1963 and May 7, 1975.

EVALUATION REQUIREMENTS

OHRD has developed a set of minimum evaluation requirements to ensure that the timely and reliable information is reported to OHRD and which will allow for the ongoing improvement of training. The evaluation reporting should comprehensively and objectively assess the effectiveness of the training and whether or not the major training objectives were met.

We recognize that for some courses, some of the evaluation requirements may not be applicable. Accordingly, alternative evaluation proposals from contractors will be considered; however, requests must be made in writing and approved by OHRD. These evaluation requirements represent minimum requirements which may be supplemented by either the contractor or OHRD.

These requirements are based on standard evaluation methodologies frequently utilized for the type of training we fund, and are not intended to restrict contractors in their evaluation strategies.

For those contractors who wish to propose an alternative evaluation plan, OHRD will still require that the basic intent of these guidelines be met. The alternative plan must include provisions for obtaining (1) the reactions of every trainee in every course. For those courses given at least three times, it must also (2) measure the learning achieved by the trainees whether that learning included increased knowledge, improved skills, or the modification of attitudes. It must also include (3) follow-up study to assess the value of the training to the agency or agencies whose staff receives the training. This should either improve job performance or provide measurable cost savings or both.

The following is a listing of the minimum evaluation requirements for all training curriculum and are subject to the same prior review and approval process. In addition, OHRD may periodically conduct an independent survey of trainees to assess the impact of training on job performance.

1. A post-course trainee reaction questionnaire is required for all participants in every course.
2. A pre- and post-test of trainee knowledge on the subject matter presented is required for all courses offered three or more times.
3. A ninety-day follow-up a sample of trainees and supervisors to assess the impact of training on job performance must be conducted for all courses offered three or more times. The basic evaluation methodology, including a valid sampling plan, for accomplishing this must be included in the proposal.
4. A complete evaluation of all courses completed during a quarter must be included in the quarterly report for that period.
5. Each proposal must include an evaluation plan describing how these requirements are to be met for all training covered by the proposal.
6. Contractors should continually assess the training and evaluation efforts to ensure that they adequately address the training objectives.

Evaluation instruments are considered part of any training curriculum and are subject to the same prior review and approval process.

CURRICULUM DEVELOPMENT

In accordance with the MOA, all training curriculum must be reviewed by OHRD prior to the implementation of the training. When submitting curriculum for OHRD review and approval, the following format should be used. This information should be completed for each session in the training course.

Rationale

- List the specific objectives for the session in question.
- Phrase the objectives in behavioral terms, stating what new skills, knowledge or attitudes trainees will be able to demonstrate by the end of the session, and how they will be demonstrated.

Key Concepts

- Identify the key concepts to be presented and provide an outline indicating the sequence of their presentation.

Methods/Activities

- Describe in detail the training methods and group activities to be used during the session, e.g. role plays, small group discussions, films.
- Provide the time allotted for each activity.
- Provide a topic outline for lectures.
- Provide focusing questions to be used with films, group discussions, etc.

Handouts

- Include samples of any materials to be distributed during the session, e.g. worksheets, exercises, reading material.

Resources

- Include a bibliography of resources utilized during the session's development, including names of consultants when appropriate.

Evaluation

- Provide a copy of the evaluation instruments to be used in conjunction with the training.

EXHIBIT E

CIVIL SERVICE LAW § 161; EDUCATION LAW §§ 350(3), 352(3), 353, 355, 357, 390, 5701, 5711, 5712, 5714, 5715; EXECUTIVE LAW § 310; PUBLIC OFFICERS LAW § 73; RETIREMENT AND SOCIAL SECURITY LAW § 40; STATE FINANCE LAW §§ 5, 53-a, 112.

Agreements between state agencies and Cornell University to procure academic services from the statutory or contract colleges administered by Cornell should be regarded as contracts between a state party and a non-state party.

September 14, 2005

Alan P. Lebowitz
General Counsel
Office of the
New York State Comptroller
110 State St.
Albany, New York 12236

Formal Opinion
No. 2005-F2

Dear Mr. Lebowitz:

In a prior opinion of this office, we concluded that two state agencies cannot enter formal contracts with one another, but can execute memoranda of understanding to memorialize substantive aspects of interagency agreements. See 1980 Op. Att'y Gen. 81. You have asked whether, within the meaning of our prior opinion, agreements between state agencies and Cornell University to procure academic services from Cornell's "statutory or contract colleges" ("Statutory Colleges") should be regarded by the Office of the State Comptroller as memoranda of understanding between two state parties or as contracts between a state party and a non-state party. Because the governing statutes and case law emphasize Cornell University's autonomy over the administration of the Statutory Colleges with respect to academic matters, we conclude that such agreements should be viewed as contracts, not interagency memoranda of understanding.

BACKGROUND

A. Cornell's Statutory Colleges

Cornell University is a private institution incorporated under article 115 of the Education Law. See Education Law §§ 5701 et seq. Among its eighteen academic units, Cornell administers four colleges pursuant to specific statutory directives and contractual agreements between Cornell and the State. These statutory or contract colleges, which are situated

on Cornell's campus, include the N.Y. State College of Veterinary Medicine, the N.Y. State College of Agriculture and Life Sciences, the N.Y. State College of Human Ecology, and the N.Y. State School of Industrial and Labor Relations. See Education Law §§ 5711, 5712, 5714, 5715.

"Statutory or contract colleges" are defined by the Education Law as "[c]olleges furnishing higher education, operated by independent institutions on behalf of the state pursuant to statute or contractual agreements." Education Law § 350(3). Although operated by independent institutions, they are part of the system of the State University of New York ("SUNY"), see Education Law § 352(3), and thus subject to the general supervision of the SUNY trustees, see id. §§ 355(1)(a), 357.

The Court of Appeals has noted "the hybrid statutory character" of the Statutory Colleges, describing them as "unique, sui generis institutions created by statute – public in some respects, private in others." Stoll v. N.Y. State Coll. of Veterinary Med., 94 N.Y.2d 162, 166, 167 (1999). Under the governing statutory scheme, "Cornell has significant autonomy over academic activities at the colleges but is accountable to the trustees of the State University of New York and other state agencies for the manner in which public funds are expended." Alderson v. N.Y. State Coll. of Agric. & Life Sciences at Cornell Univ., 4 N.Y.3d 225, 227 (2005).

Cornell has been expressly authorized "as the representative of the [SUNY] trustees" to administer the Statutory Colleges

as to the establishment of courses of study, the creation of departments and positions, the determination of the number and salaries of members of the faculty and other employees thereof, the appointment and employment thereof, the maintenance of discipline and as to all matters pertaining to its educational policies, activities and operations, including research work.

Education Law §§ 5711(2), 5712(2), 5714(3), 5715(6). The SUNY trustees must approve the appointment of the head of each Statutory College. Education Law § 355(1)(e).

The Statutory Colleges are supported in part by public funds. Alderson, 4 N.Y.3d at 227. Pursuant to the statutes governing each college, the SUNY trustees "maintain general

supervision over requests for appropriations, budgets, estimates and expenditures" of the colleges. Education Law §§ 5711(3), 5712(3), 5714(4); see id. § 5715(6)(c). All monies received during the course of administering a Statutory College are kept in a separate fund and are to be used by Cornell exclusively for that college. Funds appropriated by the State for a Statutory College may be expended by Cornell "upon vouchers approved by the chancellor" of SUNY, or by such person as the chancellor shall designate. Education Law §§ 5711(3), 5712(3), 5714(4), 5715(6)(c). Cornell must submit an annual report to the SUNY trustees containing a detailed statement of the colleges' finances, and must consult the SUNY trustees regarding tuition for the colleges. Education Law §§ 5711(4)-(5), 5712(4)-(5), 5714(5)-(6), 5715(6).

Additionally, although Cornell has custody and control over the buildings, furniture, and other property furnished by the State for each Statutory Colleges, such property remains the property of the State. Education Law §§ 5711(2), 5712(2), 5714(3), 5715(5); see also id. § 355(1)(q), (r) (SUNY trustees have authority over facilities development for Statutory Colleges).

B. Agreements Between Cornell and State Agencies for Services from the Statutory Colleges

Certain state agencies, including the Office of Children and Family Services ("OCFS") and the Office of Temporary Disability Assistance ("OTDA"), regularly enter into agreements with Cornell to procure services from the Statutory Colleges. Pursuant to those agreements, the Statutory Colleges offer various training programs that further the missions and purposes of the state agencies and provide job-related training to agency personnel. Training programs have addressed, for example, the improvement of the quality of residential childcare by means of therapeutic crisis intervention and institutional child abuse prevention. These training programs are provided by the Statutory Colleges as part of their academic mission.

You have indicated that in the past agreements between state agencies and Cornell for services from the Statutory Colleges have been treated by your office as Memoranda of Understanding ("MOUs") between two state agencies. However, more recently your office has requested that state agencies enter such agreements by contract. While recognizing that the Statutory Colleges are in part publicly funded, your office believes that the agreements are most appropriately treated as formal contracts, subject to

the approval of the Comptroller, see State Finance Law § 112 (requiring that state contracts in excess of \$15,000 be approved by the State Comptroller), rather than as interagency agreements. OCFS and OTDA have submitted correspondence expressing the view that the agreements should be regarded as MOUs in light of the unique hybrid statutory character of the Statutory Colleges. Alternatively, OCFS and OTDA suggest that the MOU format may be appropriate if Cornell, when it acts on behalf of a Statutory College to enter an agreement for services, acts as a "state agency" within the meaning of a 1980 opinion of this Office, which is summarized below.¹

C. The 1980 Opinion of this Office Regarding Agreements Between State Agencies

On June 9, 1980, we issued a formal opinion ("1980 Opinion") to SUNY concluding that two state agencies cannot enter into a contract with each other. 1980 Op. Att'y Gen. 81. A contract, we observed, requires at least two distinct contracting parties. Where two state agencies enter into an agreement, however, "there is only one entity - the State." Id. While state agencies are therefore precluded from forming contracts with one another, nothing precludes state agencies from entering into agreements setting out their respective rights and obligations, albeit agreements that are not enforceable by recourse to the remedies available under contract law. As we explained:

Unquestionably, New York State agencies, departments, divisions, offices and other units can enter into "agreements" with each other, but they are not contracts in the context of the law of contracts. They are interagency memoranda of understanding about who is to do what, whose budget is to support what expenditures, who is to report to whom about the progress of the undertaking, who is to get the final product, if there is one, and the like. . . . In case of disagreement, the units could hardly sue each other; the

¹ Our opinion issued today is limited to the question whether these agreements should be treated by your office as interagency agreements or as contracts between a state agency and non-state entity. We do not address the specific terms that agreements between Cornell and state agencies should contain or what form those agreements should take.

dispute would have to be settled inside the State government.

Id.

As we also made clear, the reasoning of our 1980 Opinion applied only where entities of the State that have no separate legal status are the only parties to an agreement. Thus, state agencies may enter into contracts with municipalities or other local governmental units, and even with other "entities of the State," so long as those entities have separate legal status:

This opinion is limited to those entities of the State that have not been created as separate legal entities. Many, but not necessarily all, public authorities and public benefit corporations created by the State are separate entities with which the State can contract. The State may, of course, enter into formal contracts with municipalities and other local governmental entities that have the power to enter into contracts. (We note that the State University itself is a "corporation" [Education Law § 352], but has been held to be "an integral part of the government of the State and when it is sued the State is the real party." State University of New York v Syracuse University, 285 App. Div. 59 [3d Dep't 1954].) An agency proposing to enter into an "agreement" with an authority or a corporation may have to determine whether a contract or an interagency memorandum of understanding is the appropriate document to use.

Id.

ANALYSIS

You have asked whether, pursuant to our 1980 Opinion, agreements between state agencies and Cornell to procure services from the Statutory Colleges are properly regarded by your office as MOUs or, alternatively, as contracts. Applying the principle that two state agencies cannot form a contract with one another is a complicated task here, for the Statutory Colleges are neither state agencies nor wholly private institutions. They are

rather, as noted above, "hybrid" entities, "public in some respects, private in others." Stoll, 94 N.Y.2d at 166, 167. While Cornell, which enters the agreements on behalf of the colleges, is undoubtedly a private institution, it administers the Statutory Colleges as the representative of the SUNY trustees, who are themselves public officers. See Education Law § 353.

We note that the Legislature has expressly determined that the Statutory Colleges should be treated similarly to state agencies for certain purposes.² However, no statute directly controls the situation presented here; no statute, that is, expressly determines whether vel non the Statutory Colleges, or Cornell as their administrator, are state agencies for purposes of entering agreements for services. Cf. State Finance Law § 53-a(5)(b) (defining "state agency" for purposes of applications for state participation in certain federally-funded programs as including institutions authorized by law to act as agent for the State, including Cornell University as representatives of the SUNY trustees for the administration of the statutory colleges).

The Statutory Colleges, in keeping with their hybrid character, and Cornell itself insofar as it administers the colleges, have been treated by the courts like state or public entities for some purposes and like private entities for others. Thus, the colleges have been held to be non-state entities where plaintiffs have sought damages from the State for tortious conduct allegedly committed by the colleges or their employees. See, e.g., Efron v. State, 208 Misc. 608 (Ct. Cl. 1953); Green v. State, 107 Misc. 557 (Ct. Cl. 1919). The Court of Appeals has determined that for purposes of New York's Freedom of Information Law ("FOIL"), which applies to state and other public agencies, the nature of the documents being sought will determine whether

² For example, certain statutes grant employees of the Statutory Colleges benefits that are generally available to state and other public employees, including health insurance, see Civil Service Law § 161, participation in the deferred compensation plan, see State Finance Law § 5(8)(b), and membership in the state retirement system, see Retirement and Social Security Law § 40(b)(2)(a); Education Law § 390(3) (Optional Retirement Program). The Legislature has also expressly excluded the Statutory Colleges, or Cornell as their administrator, from the scope of certain statutory requirements, such as participation by minority group members and women in state contracts, see Executive Law § 310(11)(a)(iii), and the conflict of interest standards applicable to state officers and employees, see Public Officers Law § 73(1)(g).

they are subject to the statutory disclosure requirements: for example, Cornell's disciplinary records relating to the Statutory Colleges need not be disclosed, Stoll, 94 N.Y.2d at 168, nor documents "pertaining to research and other academic activities" of the Statutory Colleges, since those are matters over which Cornell "exercises complete autonomy and control." Alderson, 4 N.Y.3d at 232. But documents "involving financial records and expenditures or sources of funding" for the Statutory Colleges are subject to FOIL, since "[t]he Legislature did not cede complete control of financial issues to the discretion of Cornell." Id. at 232, 233. Additionally, the Third Department has held that where Cornell's Board of Trustees addresses matters relating to the Statutory Colleges, its deliberations must be open to the public pursuant to the Open Meetings Law, on the ground that the Board is then "conduct[ing] public business and perform[ing] a governmental function for the State." Holden v. Bd. of Trustees of Cornell Univ., 80 A.D. 2d 378, 381 (3d Dep't 1981).

Given the lack of clear legislative or judicial direction, in order to determine whether the agreements at issue are in the nature of contracts or interagency MOUs, we first review the reasoning on which our 1980 Opinion was based. Central to that opinion was the axiom that no formal contract exists where a single party purports to take on contractual obligations to itself. Thus, we observed that a putative indemnification clause in an agreement between state agencies was without force, since "the State can hardly indemnify itself." 1980 Op. Att'y Gen. 81. Relatedly, we intimated that no contract exists where the terms of an agreement are not enforceable by means of contract remedies. We emphasized that should a dispute arise among the parties to an interagency MOU, it could not be resolved by litigation. "[T]he dispute would have to be settled inside the State government." Id. We concluded our analysis with the observation that "[t]his opinion is limited to those entities of the State that have not been created as separate legal entities." Id. A state entity is not "separate" for these purposes, we suggested, where, as with SUNY, the entity separately incorporates but remains "'an integral part of the government of the State and when it is sued the State is the real party.'" Id. (quoting State Univ. of N.Y. v. Syracuse Univ., 285 A.D. 59, 61 (3d Dep't 1954)).

Application of that reasoning to the circumstances here suggests that the agreements about which you have inquired are in the nature of contracts, rather than interagency MOUs. Central to our conclusion is the fact that Cornell has been granted autonomy over the administration of the Statutory Colleges with

respect to academic matters. See Education Law §§ 5711(2), 5712(2), 5714(3), 5715(6); Alderson, 4 N.Y.3d at 227. That is, when a state agency enters an agreement with Cornell regarding the provision of academic services by a Statutory College, the agreement concerns matters over which Cornell exercises autonomy and control. Additionally, as noted, the "hybrid" character of the Statutory Colleges notwithstanding, when a claim is brought for negligence on the part of a Statutory College, Cornell, not the State, is the real party in interest. See Green v. Cornell Univ., 233 N.Y. 519 (1922); Neish v. John Deere Co., 118 Misc. 2d 459, 460 (Sup. Ct. 1983); Effron, 208 Misc. 608; Green, 107 Misc. 557. Similarly, faculty and staff at the Statutory Colleges have been deemed employees of Cornell, not of the State. Neish, 118 Misc. 2d at 460; 1958 Op. Att'y Gen. 159 (because officers and employees of statutory colleges are not state employees, they are entitled to participate in state health insurance program only to extent benefits are expressly conferred on them); 1928 Op. Att'y Gen. 215. In light of these factors, we believe agreements between state agencies and Cornell for academic services from the Statutory Colleges should be treated as contracts with non-state entities under the analysis of our 1980 Opinion.

Our conclusion is supported by the Court of Appeals' recent decision in Alderson. There, as noted, the Court held that documents relating to the research and academic activities of a Statutory College were not subject to FOIL, since those are matters controlled by Cornell, not the State. The agreements at issue here relate to the provision of academic services. The decision to provide those services is made by Cornell, not by a state officer or entity. Nor does the State control the content of any training program carried out pursuant to an agreement. The training programs are, in other words, "activit[ies] over which Cornell, as manager of the statutory colleges, exercises autonomy and control." Alderson, 4 N.Y.3d at 232.

While it is true that the Statutory Colleges expend state money in the course of carrying out the training programs, that fact alone does not make agreements providing for those services akin to interagency memoranda of understanding.³ State money may

³ In your opinion request, you recognize the public nature of the funding of the Statutory Colleges. We likewise believe that the state funds supporting the Statutory Colleges' academic programs do not lose their public nature because these programs are administered by Cornell University. This conclusion flows from the fact that the Legislature has required that such funds be segregated and used exclusively for the Statutory Colleges, see Education Law §§ 5711(3), 5712(3), 5714(4), 5715(6)(c), and

be expended for all of the Statutory Colleges' academic activities, but the Court of Appeals nonetheless concluded in Alderson that, in view of Cornell's "broad authority" over academic matters, a Statutory College's academic activities are "a private function." 4 N.Y.3d at 232-33. Likewise, here we conclude that while state funds are expended to carry out the training programs, the programs are performed by the Statutory Colleges as part of their academic mission, an area over which Cornell exercises autonomy and control. Thus, the source of the funding for the Statutory Colleges' services is not dispositive of the question before us. Rather, the key here is the nature of the activities at issue. Accordingly, we believe that when a state agency enters an agreement with Cornell for the provision of such services, the agreement is best viewed as a contract between a state agency and non-state party.

For similar reasons, we reject the proposition that the agreements should be regarded as MOUs because of the special statutory relationship between Cornell, as administrator of the Statutory Colleges, and SUNY. The SUNY Trustees supervise the administration of the Statutory Colleges principally with respect to the colleges' finances. See Education Law § 355(4)(a) (SUNY Trustees authorized and empowered to review and coordinate Statutory Colleges' budget and appropriation requests). As noted, the agreements at issue here concern not the disbursement of public funds but rather the colleges' academic activities, a matter within Cornell's autonomy and control. "Neither the SUNY trustees nor any other state agency participate in decisions relating to [the Statutory Colleges'] prospective or ongoing research [and academic] pursuits." Alderson, 4 N.Y.3d at 232. Since the statutory scheme gives Cornell, a private entity, autonomy to determine the colleges' academic activities, agreements between Cornell and state agencies in respect of those activities are not in the nature of interagency MOUs.

has "maintained the right to oversee Cornell's use of public funding in the management of the statutory colleges." Alderson, 4 N.Y.2d at 233 ("To the extent that Cornell is accountable for the expenditure of public funds, it is performing a public function.").

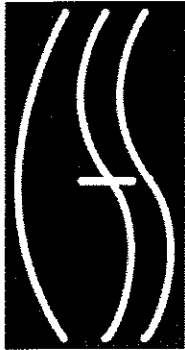
CONCLUSION

For the foregoing reasons, we conclude that agreements between state agencies and Cornell to procure academic services by the Statutory Colleges are properly regarded by your office as contracts, not as interagency MOUs.

Very truly yours,

ELIOT SPITZER
Attorney General

EXHIBIT F



New York State
Office of
Children & Family
Services

GRANTEE PROVIDER MANUAL

JULY, 2003

(Revised 6/18/04)

John A. Johnson
Commissioner

Roger Biagi
Executive Deputy Commissioner

Prepared by the Contract Process Improvement Workgroup

INTRODUCTION

This manual contains the New York State Office of Children and Family Services (OCFS) policies and procedures governing contractual agreements with not-for-profit, for-profit, governmental, and educational organizations. Areas covered by this document include contract implementation, contract payments, including instructions on how to prepare a voucher, contract changes, reporting, and monitoring.

Although these policies and procedures apply to all contracts administered by OCFS, specific procedures relating to training and administrative activities and Americorps contracts may vary. Training and administrative activity-specific procedures are contained in the Training and Administrative Activities Contract Operation Manual. Call 518-473-4474 to obtain a copy of this manual. For specific procedures relating to Americorps contracts administered by the OCFS' Office of Youth Development, please consult the Project Director Handbook, which can be found at <http://www.americorps.org/resources/handbook02-03.pdf>, the Americorps Provisions located at <http://www.americorps.org/resources/provisions/2002ACProvisions.pdf> and the Fiscal Manual which is provided to new Americorps contractors each year.

“OCFS Contract Manager”, which is referenced throughout the manual, is the contractor’s direct contact throughout the life of the contract. They are available to assist in understanding and following the policies and procedures described in this manual. Contractors are strongly encouraged to consult their copy of the governing solicitation document prior to contacting their OCFS contract manager whenever they have questions or need assistance.

*****IMPORTANT REMINDERS*****

Any anticipated change in a contract may require prior approval by the (OCFS), the State Attorney General (AG) and the Office of the State Comptroller (OSC).

Contractors may not assign their rights, title or interest in their contracts, or transfer, convey, sublet, or otherwise dispose of their contracts without the **prior consent, in writing**, of the OCFS. Any attempts to assign the contract without the OCFS' written consent are null and void.

G. Consultants/Subcontracts/Purchase of Service Agreements

A contractor is the institution, expert, or organization that has entered into a contract with OCFS that has been approved by the Office of the State Comptroller. A subcontractor is an institution, individual, or organization external to the contractor that has entered into an agreement with the contractor, to provide any service outlined in or associated with the contract, and whose services are to be funded under the contract budget. This includes consultant and purchase of service agreements. All such agreements are to be by bona fide written contract. If agreements include travel, related costs must be budgeted and reimbursed consistent with State rates (<http://www.osc.state.ny.us/agencies/travel/travel.htm>). Obtain three price quotes/bids on contractor's letterhead for construction/renovation work if the work is for \$15,000 or more per job, and a statement indicating which contractor has been selected. If other than the low bidder is selected, a statement must be submitted indicating why that vendor was selected.

Contractors must get prior written approval from OCFS for any agreement, or series of agreements, with a single subcontractor for a total of \$15,000 or more including travel during the contract term (period). The contractor must receive such approval prior to executing the subcontract agreement, implementing any activity under its term, or expending contract funds under its terms. Prior approval is also required for any cost or term amendment to approved subcontracts.

For prior approval, contractors should include draft subcontracts of \$15,000 or more in value, including travel, with their proposal submission, to their OCFS contract manager. If there are any additional subcontracts or changes to subcontract agreements during the contract period, they must be submitted to your contract manager for approval.

Each subcontract, irrespective of its monetary value, must specify:

- work objectives that are clearly defined and measurable;
- the work to be performed by the subcontractor in accordance with the terms of the parent contract, detailing all tasks involved in the performance of the agreement;
- the total number of hours or days of service provided;
- the dates of service within the legal term (period) of the prime contract;
- consistent dates of service throughout the subcontract and its attachments;
- the rate and term of payment;
- that reimbursement to the subcontractor depends upon satisfactory completion of services

Additional clauses to the subcontract language must state:

EXHIBIT G



New York State
Office of
Children & Family
Services

March 20, 2003

George E. Pataki
Governor

John A. Johnson
Commissioner

Bruce Chapman
President
Handle With Care
184 McKinstry Road
Suite A
Gardiner, New York 12525

Capital View Office Park

52 Washington Street
Rensselaer, NY 12144-2796

Re: Training

Dear Mr. Chapman:

This letter is in response to the series of recent faxes sent by Handle With Care, Inc. to me and other OCFS staff in which your company asks "is Handle With Care afforded the same opportunity as Comell/TCI to conduct training within OCFS?" I must point out that Handle With Care, Inc. has misquoted me in the letter sent by your company to a number of voluntary authorized agencies in relation to Handle With Care, Inc. negotiating training contracts directly with individual voluntary agencies.

The quotation used by Handle With Care, Inc. in its correspondence to voluntary authorized agencies was a partial quotation taken out of context from my letter dated December 2, 2002 to your company that was addressing this issue of Handle With Care, Inc. contracting with the State of New York. The State of New York currently has a training contract with Comell University to provide training for staff of voluntary authorized agencies. This contract is currently on going. Should this contract be re-bid, Handle With Care, Inc. as well as other entities wishing to respond to an issued request for proposals (RFP) would be afforded the same opportunity to complete for a State contract as any other entity.

OCFS offers no opinion regarding any negotiations your company may enter into with voluntary authorized agencies regarding crisis management and restrict training other than to point out the requirement for voluntary



authorized agencies to comply with the restraint standards set forth in 18
NYCRR 441.17

Very truly yours,

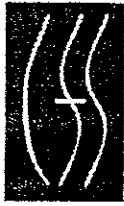


John E. Stupp
Assistant Deputy Counsel

JES:rj

cc: Gail H. Gordon
Larry Brown
John Ouimet
Christine Heywood

EXHIBIT H



March 18, 2004

**New York State
Office of
Children &
Family
Services**

Ms. Denise Ciarke, Director
Cornell University
Office of Sponsored Programs
120 Day Hall
Ithaca, New York 14853

Dear Ms. Clarke:

This letter serves to inform you we have begun to take the first step of many that are necessary to reduce some of the administrative burden that was outlined to you in a letter dated February 3 regarding "Streamlining the Contract Process" guideline recommendations. These guidelines were a result of a collaborative effort among many stakeholders.

George E. Pataki
Governor

John A. Johnson
Commissioner

One of the recommendations was to eliminate the requirement to track "training and administrative" activities for "non-IV-E" funded projects. As a result, we have removed the DAB-1666 and All Other Administrative Sub-budgets from the proposals you submitted for 2004 projects that are "non-IV-E" funded.

Capital View Office Park

52 Washington Street
Rensselaer, NY
12144-2796

Shortly, you will be receiving 2004 Contract Approval letters along with the approved contract. Please take note of these omitted documents in these approved contracts. Further, the claims associated with these particular projects, no longer require DAB-1666 or Administrative activity monthly fiscal reporting.

For your convenience, enclosed is a listing of 2004 contracts. This listing is broken down project by project and indicates whether or not it is "IV-E" funded or "non-IV-E" funded. Please feel free to reference this document to verify whether or not a particular project is IV-E funded for 2004.

I think you will agree that the reduction of forms and fiscal reporting is a significant step towards our commitment to improve the processes of our respective Offices.

Sincerely,

S/ Peter D. Miraglia

Peter D. Miraglia, Director
Bureau of Training

Enclosure

Cc: Gwen Ames, OSP Cornell
Moncrieff Cochran, Cornell University
Stephen Goggin, Cornell University
Marcia Calicchia, Cornell University
Michael Nunno, Cornell University
Carol Framer, BT
Bruce Muller, BT
Bob Hagstrom, BT
Jim Djemes, BT
Patsy Murray, BT

CORNELL PROJECT LISTING

2004 Non IV-E Funded Projects: DC02
ST05

2004 Projects with IV-E Funding: LDST03
RC03

EXHIBIT I

DSS-3101 (Rev. 4/96), APPLICATION FOR TRAINING & ADMINISTRATIVE ACTIVITIES CONTRACT	CONTRACT PERIOD From 1/1/98 to 12/31/98	PROJECT BUDGET \$ 2,029,989
NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES		

ORGANIZATION NAME, ADDRESS AND TELEPHONE NUMBER Cornell University, Office of Sponsored Programs 123 Day Hall Ithaca, New York 14853	PROJECT ADDRESS AND TELEPHONE NUMBER (if different) Child Protective Services Training Institute Family Life Development Center College of Human Ecology G-20 MVR Hall Ithaca, New York 14853
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OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title) Denise J. Clark, Assistant Director of Office of Sponsored Programs	PRINCIPAL INVESTIGATOR (Name) Dr. James Garbarino, and Dr. Michael A. Nunno, Co-Principal Investigators
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OFFICIAL SIGNATURE 	PRINCIPAL INVESTIGATOR SIGNATURE 
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ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER
15-600-2250-A2

INCORPORATION (Check Out)
Incorporated Not Incorporated

Identify state in which organization is incorporated: New York If organization is not incorporated in NY, is it authorized to do business in NY Yes No	If not incorporated, check type of organization Partnership Sole Proprietorship Unincorporated Association Other (Please specify)
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Check type of Corporation
Business Membership
Religious Other (Please specify)

Not for Profit/NYS Department of State Charitable Registration Number 15-600-2250-A2
Or exemption (Please specify) Non-Profit -Section 101 (6) institution operated exclusively for educational purposes

CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION:
Small Business Organization MBE (Minority-Owned or Directed) WBE (Women-Owned or Directed)

IF EDUCATIONAL INSTITUTION, IDENTIFY ACCREDITATION STATUS AND ACCREDITING BODY:
Accredited - MSA, CSWE and NYS Education Department Registered Program

LIST THE PROJECT CODE AND PROJECT TITLE:
CC03.01: CPS Investigation Specialty Training;
CC03.02: CPS Advanced Topics;
RC03: Therapeutic Crisis Intervention in Residential Settings

COZ/217

7103e0

OCFS-3101 (Rev. 4/98)		CONTRACT PERIOD From 1/1/99 to 12/31/99	PROJECT BUDGET \$ 2,019,678
APPLICATION FOR TRAINING & ADMINISTRATIVE ACTIVITIES CONTRACT		NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES	
ORGANIZATION NAME ADDRESS AND TELEPHONE NUMBER		PROJECT ADDRESS AND TELEPHONE NUMBER (if different)	
Cornell University, Office of Sponsored Programs 123 Day Hall Ithaca, New York 14853		Child Protective Services Training Institute Family Life Development Center College of Human Ecology MVR Hall Ithaca, New York 14853	
OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title)		PRINCIPAL INVESTIGATOR (Name)	
Denise J. Clark, Assistant Director of Office of Sponsored Programs		Dr. James Garbarino, and Dr. Michael A. Nunno, Co-Principal Investigators	
OFFICIAL SIGNATURE <i>[Signature]</i> Sogran Nair Grant and Contract Officer Office of Sponsored Programs		PRINCIPAL INVESTIGATOR SIGNATURE <i>[Signature]</i>	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER 15-600-2250-A2			
INCORPORATION (Check Out) Incorporated <input checked="" type="checkbox"/> Not Incorporated			
Identify state in which organization is incorporated: New York		If not incorporated, check type of organization	
If organization is not incorporated in NY, is it authorized to do business in NY Yes No		Partnership Sole Proprietorship Unincorporated Association Other (Please specify)	
Check type of Corporation Business Membership Religious Other (Please specify)		<div style="border: 2px solid black; padding: 5px; text-align: center;"> <p>APPROVED</p> <p>BY <u><i>[Signature]</i></u></p> <p>DATE <u>2/2/99</u></p> </div>	
Not for Profit/NYS Department of State Charitable Registration Number 15-600-2250-A2			
Or exemption (Please specify) <u>Non-Profit -Section 101 (6) institution operated exclusively for educational purposes</u>			
CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION: Small Business Organization MBE (Minority-Owned or Directed) WBE (Women-Owned or Directed)			
IF EDUCATIONAL INSTITUTION, IDENTIFY ACCREDITATION STATUS AND ACCREDITING BODY: Accredited - MSA, CSWE and NYS Education Department Registered Program			
LIST THE PROJECT CODE AND PROJECT TITLE: CC03.01: CPS Investigation Specialty Training; CC03.02: CPS Advanced Topics; RC03: Therapeutic Crisis Intervention			

1021840

OCFS-3101 (Rev. 4/98), APPLICATION FOR TRAINING & ADMINISTRATIVE ACTIVITIES CONTRACT NEW YORK STATE	CONTRACT PERIOD From 1/1/2000 to 12/31/2000 Revised 10/99	PROJECT BUDGET \$ 2,280,071
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ORGANIZATION NAME, ADDRESS AND TELEPHONE NUMBER Cornell University, Office of Sponsored Programs 123 Day Hall Ithaca, New York 14853	PROJECT ADDRESS AND TELEPHONE NUMBER (if different) Child Protective Services Training Institute Family Life Development Center College of Human Ecology MVR Hall Ithaca, New York 14853
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OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title) Denise J. Clark, Assistant Director of Office of Sponsored Programs	PRINCIPAL INVESTIGATOR (Name) Dr. James Garbarino, and Dr. Michael A Nunno, Co-Principal Investigators
--	---

OFFICIAL SIGNATURE <i>Denise J. Clark</i>	PRINCIPAL INVESTIGATOR SIGNATURE <i>Michael A Nunno</i>
--	--

ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER
15-600-2250-A2

INCORPORATION (Check Out)
Incorporated Not Incorporated

Identify state in which organization is incorporated: New York If organization is not incorporated in NY, is it authorized to do business in NY Yes No	If not incorporated, check type of organization Partnership Sole Proprietorship Unincorporated Association Other (Please specify)
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Check type of Corporation
Business Membership
Religious Other (Please specify)
Not for Profit/NYS Department of State Charitable Registration Number 15-600-2250-A2
Or exemption (Please specify) Non-Profit -Section 101 (6) institution operated exclusively for educational purposes

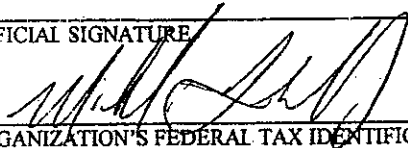
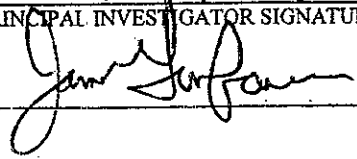
CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION:
Small Business Organization MBE (Minority-Owned or Directed) WBE (Women-Owned or Directed)

IF EDUCATIONAL INSTITUTION, IDENTIFY ACCREDITATION STATUS AND ACCREDITING BODY:
Accredited - MSA, CSWE and NYS Education Department Registered Program

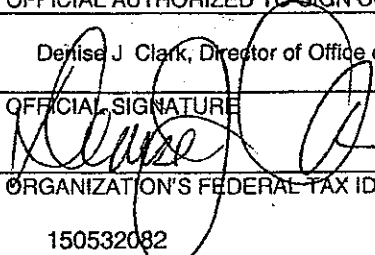
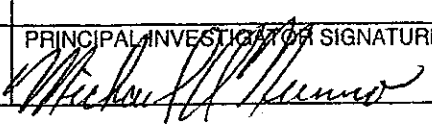
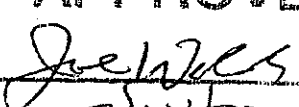
LIST THE PROJECT CODE AND PROJECT TITLE:
CC03.01: CPS Investigation Specialty Training;
CC03.02: CPS Advanced Topics;
RC03: Therapeutic Crisis Intervention

APPROVED
 BY *James Garbarino*
 DATE *3/22/00*

1022508

OCFS-3101 (Rev 4/98), APPLICATION FOR TRAINING & ADMINISTRATIVE ACTIVITIES CONTRACT		CONTRACT PERIOD From 1/1/2001 to 12/31/2001 Revised 3/2001	PROJECT BUDGET \$ 2,915,320
NEW YORK STATE		OFFICE OF CHILDREN AND FAMILY SERVICES	
ORGANIZATION NAME, ADDRESS AND TELEPHONE NUMBER		PROJECT ADDRESS AND TELEPHONE NUMBER (if different)	
Cornell University, Office of Sponsored Programs 123 Day Hall Ithaca, New York 14853		Child Protective Services Training Institute Family Life Development Center College of Human Ecology MVR Hall Ithaca, New York 14853	
OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title)		PRINCIPAL INVESTIGATOR (Name)	
Michael Lenetsky, Grant & Contract Officer		Dr. James Garbarino, Dr. Michael A Nunno, and Dr. Carol Anderson, Co-Principal Investigators	
OFFICIAL SIGNATURE 		PRINCIPAL INVESTIGATOR SIGNATURE 	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER 15-0532082			
INCORPORATION (Check Out) Incorporated <input checked="" type="checkbox"/> Not Incorporated			
Identify state in which organization is incorporated: New York If organization is not incorporated in NY, is it authorized to do business in NY Yes No		If not incorporated, check type of organization Partnership Sole Proprietorship Unincorporated Association Other (Please specify)	
Check type of Corporation Business Membership Religious Other (Please specify)		<div style="border: 2px solid black; padding: 5px; text-align: center;"> <p>APPROVED</p> <p>BY <u>Jochims</u></p> <p>DATE <u>2/3/01</u></p> </div>	
Not for Profit/NYS Department of State Charitable Registration Number 15-0532082 Or exemption (Please specify) <u>Non-Profit -Section 101 (6) institution operated exclusively for educational purposes</u>			
CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION: Small Business Organization MBE (Minority-Owned or Directed) WBE (Women-Owned or Directed)			
IF EDUCATIONAL INSTITUTION, IDENTIFY ACCREDITATION STATUS AND ACCREDITING BODY: Accredited - MSA, CSWE and NYS Education Department Registered Program			
LIST THE PROJECT CODE AND PROJECT TITLE: CC03 01: CPS Investigation Specialty Training CC03 02: CPS Advanced Topics RC03: Therapeutic Crisis Intervention			


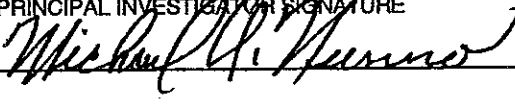
6023013

OCFS-3101 (Rev 4/98), APPLICATION FOR TRAINING & ADMINISTRATIVE ACTIVITIES CONTRACT NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES		CONTRACT PERIOD From 1/1/2002 to 12/31/2002	PROJECT BUDGET \$ 999,994
ORGANIZATION NAME, ADDRESS AND TELEPHONE NUMBER Cornell University, Office of Sponsored Programs 123 Day Hall Ithaca, New York 14853		PROJECT ADDRESS AND TELEPHONE NUMBER (if different) Child Protective Services Training Institute Family Life Development Center College of Human Ecology MVR Hall Ithaca, New York 14853	
OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title) Denise J. Clark, Director of Office of Sponsored Programs		PRINCIPAL INVESTIGATOR (Name) Dr. Michael A. Nunno, Principal Investigator	
OFFICIAL SIGNATURE 		PRINCIPAL INVESTIGATOR SIGNATURE 	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER 150532082			
INCORPORATION (Check Out) Incorporated <input checked="" type="checkbox"/> Not Incorporated			
Identify state in which organization is incorporated: New York If organization is not incorporated in NY, is it authorized to do business in NY Yes No		If not incorporated, check type of organization Partnership Sole Proprietorship Unincorporated Association Other (Please specify)	
Check type of Corporation Business Membership Religious Other (Please specify)		<div style="border: 2px solid black; padding: 5px; text-align: center;"> <p>APPROVED</p> <p>BY </p> <p>DATE 3/14/02</p> </div>	
Not for Profit/NYS Department of State Charitable Registration Number 150532082			
Or exemption (Please specify) <u>Non-Profit -Section 101 (6) institution operated exclusively for educational purposes</u>			
CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION: Small Business Organization MBE (Minority-Owned or Directed) WBE (Women-Owned or Directed)			
IF EDUCATIONAL INSTITUTION, IDENTIFY ACCREDITATION STATUS AND ACCREDITING BODY: Accredited - MSA, CSWE and NYS Education Department Registered Program			
LIST THE PROJECT CODE AND PROJECT TITLE: RC03: Therapeutic Crisis Intervention			

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OCFS-3101 (Rev. 4/98), APPLICATION FOR TRAINING & ADMINISTRATIVE ACTIVITIES CONTRACT NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES		CONTRACT PERIOD From 1/1/2003 to 12/31/2003	PROJECT BUDGET \$ 1,250,000
ORGANIZATION NAME, ADDRESS AND TELEPHONE NUMBER		PROJECT ADDRESS AND TELEPHONE NUMBER (if different)	
Cornell University, Office of Sponsored Programs 123 Day Hall Ithaca, New York 14853		Child Protective Services Training Institute Family Life Development Center College of Human Ecology MVR Hall Ithaca, New York 14853	
OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title)		PRINCIPAL INVESTIGATOR (Name)	
Denise J. Clark, Director of Office of Sponsored Programs		Dr. Michael A. Nunno, Principal Investigator	
OFFICIAL SIGNATURE <i>Denise J. Clark</i>		PRINCIPAL INVESTIGATOR SIGNATURE <i>Dr. Michael A. Nunno, M.D.</i>	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER 150532082			
INCORPORATION (Check Out) Incorporated <input checked="" type="checkbox"/> Not Incorporated			
Identify state in which organization is incorporated: New York		If not incorporated, check type of organization	
If organization is not incorporated in NY, is it authorized to do business in NY Yes No		Partnership	
		Sole Proprietorship	
		Unincorporated Association	
		Other (Please specify)	
Check type of Corporation Business Membership Religious Other (Please specify)			
Not for Profit/NYS Department of State Charitable Registration Number 150532082			
Or exemption (Please specify) <u>Non-Profit - Section 101 (6) institution operated exclusively for educational purposes</u>			
CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION: Small Business Organization MBE (Minority-Owned or Directed) WBE (Women-Owned or Directed)			
IF EDUCATIONAL INSTITUTION, IDENTIFY ACCREDITATION STATUS AND ACCREDITING BODY: Accredited - MSA, CSWE and NYS Education Department Registered Program			
LIST THE PROJECT CODE AND PROJECT TITLE: RC03: Therapeutic Crisis Intervention			

OCFS-3101 (Rev. 5/99)		CONTRACT PERIOD	PROJECT BUDGET
APPLICATION FOR TRAINING & ADMINISTRATIVE ACTIVITIES CONTRACT		From 1/1/2004 to 12/31/2004	\$ 1,250,000
OFFICE OF CHILDREN AND FAMILY SERVICES			
ORGANIZATION NAME, ADDRESS AND TELEPHONE NUMBER		PROJECT ADDRESS AND TELEPHONE NUMBER (if different)	
Cornell University, Office of Sponsored Programs 123 Day Hall Ithaca, New York 14853		Child Protective Services Training Institute Family Life Development Center College of Human Ecology MVR Hall Ithaca, New York 14853	
OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title)		PRINCIPAL INVESTIGATOR (Name)	
Gwen E. Ames, Sr. Grant & Contract Officer		Dr. Michael A. Nunno, Principal Investigator	
OFFICIAL SIGNATURE 		PRINCIPAL INVESTIGATOR SIGNATURE 	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER 150532082			
INCORPORATION (Check Out) Incorporated <input checked="" type="checkbox"/> Not Incorporated			
Identify state in which organization is incorporated: New York		If not incorporated, check type of organization	
If organization is not incorporated in NY, is it authorized to do business in NY Yes No		Partnership	
		Sole Proprietorship	
		Unincorporated Association	
		Other (Please specify)	
Check type of Corporation Business Membership Religious Other (Please specify)			
Not for Profit/NYS Department of State Charitable Registration Number 150532082			
Or exemption (Please specify) <u>Non-Profit -Section 101 (6) institution operated exclusively for educational purposes</u>			
CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION: Small Business Organization MBE (Minority-Owned or Directed) WBE (Women-Owned or Directed)			
IF EDUCATIONAL INSTITUTION, IDENTIFY ACCREDITATION STATUS AND ACCREDITING BODY: Accredited - MSA, CSWE and NYS Education Department Registered Program			
LIST THE PROJECT CODE AND PROJECT TITLE: RC03: Therapeutic Crisis Intervention			