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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
UNITED STATES and STATE OF NEW YORK :
ex rel. JANE DOE, :
 :
Plaintiff, :
 :
v. :
 :
THE PRINCETON REVIEW, INC. and :
STEPHEN GREEN, : 09 Civ. 6876 (BSJ)
 :
Defendants. : **COMPLAINT-IN-INTERVENTION**
-----X **OF THE UNITED STATES**
OF AMERICA
UNITED STATES OF AMERICA, :
 :
Plaintiff, : **Jury Trial Demanded**
 :
v. :
 :
THE PRINCETON REVIEW, INC. and :
ANA AZOCAR, :
 :
Defendants. :
-----X

The United States of America (the “United States” or the “Government”), by its attorney, Preet Bharara, United States Attorney for the Southern District of New York, brings this action against The Princeton Review, Inc. (“Princeton Review”) and Ana Azocar (“Azocar”), a former

employee of Princeton Review (collectively, “Defendants”), alleging upon information and belief as follows:

INTRODUCTION

1. This is a civil fraud suit brought by the United States against Princeton Review, a leading provider of educational products and services, and Azocar, a former employee of Princeton Review, for Princeton Review’s billing and obtaining Government funds for thousands of hours of tutoring services that Princeton Review never in fact provided. Between 2006 and 2010 (the “Covered Period”), Princeton Review was paid tens of millions of dollars — in federal funds pursuant to the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001 — for purportedly providing tutoring services to underprivileged students. In fact, however, Princeton Review was repeatedly billing for students who never received these services. Many of the Princeton Review employees who were responsible for overseeing the day-to-day operations of Princeton Review’s tutoring program routinely falsified student attendance records to make it appear as though more students had attended the program than had actually attended. These employees did this because they were pressured by their supervisors to maintain high daily student attendance. Moreover, some of these employees falsified student attendance records at the direction and/or urging of Azocar. During the Covered Period, and as a result of these falsified attendance records, Princeton Review submitted false certifications to the New York City Department of Education (the “NYC DOE”) stating that the invoices it was submitting for its tutoring services were “true and accurate” even though they were not. These false certifications misled the NYC DOE into paying Princeton Review millions of dollars for tutoring services that Princeton Review had not in fact provided.

2. During the Covered Period, Princeton Review was a provider of Supplemental Educational Services (“SES”) in New York City. As such, Princeton Review provided after-school tutoring to underprivileged students attending underperforming public schools in New York City. In exchange for providing these tutoring services, the NYC DOE paid Princeton Review a fixed amount of money per hour for each student that Princeton Review tutored. This money consisted entirely of funds provided to New York State by the federal Government under the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001.

3. During the Covered Period, Princeton Review entered into contracts with the NYC DOE. Pursuant to these contracts, Princeton Review was required to record attendance at each of its SES tutoring classes on a daily basis. For each tutoring class, Princeton Review was required to have each student who attended sign in and sign out on a standard attendance form. As a condition of getting paid for its tutoring services, Princeton Review was required to certify to the NYC DOE that its attendance records were “true and accurate.”

4. Many of the Princeton Review employees who oversaw the day-to-day operations of Princeton Review’s SES program, however, did not accurately keep track of daily student attendance. Rather, they routinely falsified entries on Princeton Review’s daily student attendance forms to make it appear as though more students had attended the program than had actually attended. These employees (“Site Managers”) were pressured by their supervisors (“Directors”) to maintain high daily student attendance, including by being threatened with termination and/or having their pay cut. Moreover, Azocar (a Director) instructed and/or encouraged some of these Site Managers to falsify entries on the daily student attendance forms, including by signing in for absent students.

5. During the Covered Period, Princeton Review had an incentive compensation system that encouraged the falsification of student attendance records. Princeton Review paid Directors substantial bonuses if the Site Managers they supervised consistently reported high daily student attendance. For example, Azocar was paid bonuses of \$9,600 and \$6,600 in 2008 and 2009, respectively, because the Site Managers she supervised consistently reported high daily student attendance. Directors therefore had a strong incentive to pressure and/or instruct their Site Managers to falsify entries on the daily student attendance forms, and Site Managers in turn had a strong incentive to falsify such entries — they wanted to keep their jobs and not have their pay cut.

6. Princeton Review's daily student attendance forms from the Covered Period are replete with falsifications. For example, there are instances where the students' alleged signatures look nothing like their actual signatures. There are also instances where the students' alleged signatures change in appearance from class to class. In addition, there are instances where the students' alleged signatures contain misspellings. In one such instance, the first name "Dontae" was misspelled "Donate." Moreover, there are instances where parents have confirmed that their children did not attend Princeton Review's SES classes on specific days when the children's purported signatures appear on daily student attendance forms. One parent has stated that her child was in Mexico on a family vacation on four days when the child's purported signature appears on daily student attendance forms. The child's passport confirms that the child was in fact in Mexico on the four dates. Another parent has stated that her child was at home recuperating from surgery on three days when the child's purported signature appears on daily student attendance forms. The parent has a copy of a doctor's note excusing the child from school on these three dates.

7. Princeton Review used these falsified daily student attendance forms to prepare invoices through which it billed the NYC DOE for its alleged tutoring services. Princeton Review submitted these invoices to the NYC DOE on a monthly basis. For each such invoice, Princeton Review certified that the information on the invoice was “true and accurate.” Notwithstanding these certifications, most, if not all, of the monthly invoices contained false information; the invoices billed the NYC DOE for thousands of hours of SES tutoring that Princeton Review never actually provided. As a result of these false invoices, Princeton Review was paid millions of dollars for tutoring services that Princeton Review never in fact provided.

8. Notably, there are thousands of instances during the Covered Period where Princeton Review billed the NYC DOE — and was paid by the NYC DOE using federal funds — for providing tutoring services to students on days when the students were absent from school or when school was closed. Indeed, for the period 2006-2010, there are approximately 19,000 such instances.

9. The United States seeks treble damages and penalties under the False Claims Act (“FCA”), 31 U.S.C. §§ 3729, *et seq.*, for money paid to Princeton Review for tutoring services that Princeton Review did not provide.

JURISDICTION AND VENUE

10. This Court has jurisdiction pursuant to 31 U.S.C. § 3730(a), 28 U.S.C. §§ 1331 and 1345, and the Court’s general equitable jurisdiction.

11. Venue is appropriate in this judicial district pursuant to 31 U.S.C. § 3732(a) and 28 U.S.C. §§ 1391(b) and (c), because Princeton Review transacts business within this district and therefore is subject to personal jurisdiction in this district. In addition, the fraudulent

activities of Defendants that gave rise to this action, and that are alleged in this complaint, took place within this district.

PARTIES

12. Plaintiff is the United States of America.

13. Defendant Princeton Review is a Delaware corporation with its principal offices located at 111 Speen Street, Framingham, Massachusetts 01701. During the Covered Period, Princeton Review also maintained offices in New York City at 160 Varick Street, New York, New York 10013.

14. Princeton Review was founded in 1981 to offer preparation courses for the Scholastic Achievement Test (the “SAT”). Today, Princeton Review bills itself as a leading provider of in-person, online and print educational products and services.

15. During the Covered Period, Princeton Review provided educational products and services through four divisions: (1) the Higher Education Readiness division, through which Princeton Review provided in-person and online test preparation courses for, among other standardized tests, the SAT, the Graduate Management Admissions Test, and the Law School Admissions Test; (2) the Penn Foster division, through which Princeton Review operated the Penn Foster Education Group, which provides online degree and vocational programs to students within the United States and abroad; (3) the Career Education Partnerships division, through which Princeton Review entered into strategic relationships with colleges and other institutions of higher education to enhance their ability to provide online courses and programs; and (4) the Supplemental Educational Services division (the “SES division”), through which Princeton Review provided tutoring services to underprivileged students at underperforming schools throughout the country. Princeton Review closed its SES division and exited the SES business

after the 2009-2010 academic year. The allegations in this suit relate exclusively to Princeton Review's provision of SES tutoring in New York City from 2006 to 2010.

16. Defendant Ana Azocar is a former employee of Princeton Review. From 2006-2010, Azocar was employed within Princeton Review's New York City SES division. During the 2006-2007 academic year, Azocar was a Site Manager. Thereafter, during the academic years 2007-2008 to 2009-2010, Azocar was a Director. Azocar currently resides in New York County, New York.

FACTS

I. BACKGROUND

A. THE STATUTORY FRAMEWORK GOVERNING THE PROVISION OF SES

17. The No Child Left Behind Act of 2001 (the "NCLB Act"), 20 U.S.C. § 6301, *et seq.*, was a comprehensive reform of the Elementary and Secondary Education Act of 1965 (the "ESEA"), the federal spending program that provides funds to assist the States and their local educational agencies ("LEAs") in the education of elementary and secondary school children. Title I, Part A of the ESEA, as amended by the NCLB Act, provides federal grants to assist the States and their LEAs in improving the academic achievement of disadvantaged students, and in ensuring that all students meet high academic standards.

18. Title I funds are distributed to the States by the United States Department of Education ("US DOE"). State educational agencies, in turn, allocate Title I sub-grants to LEAs. For example, the US DOE allocates Title I funds to the New York State Education Department (the "NYSED"), which, in turn, allocates funds to its LEAs, one of which is the NYC DOE. The vast majority of Title I funds received by LEAs are allocated to Title I schools to be used at the school-level for activities designed to improve student achievement.

19. LEAs — such as the NYC DOE — may use a portion of their Title I allocation to pay for SES. SES may include after-school tutoring, as well as remediation and other supplemental academic enrichment services.

B. THE PROVISION OF SES TUTORING IN NEW YORK CITY

20. In accordance with the ESEA, as amended by the NCLB Act, the NYC DOE enters into contracts with entities that are approved by the NYSED to provide SES tutoring and are selected by parents of eligible students to provide SES tutoring to their children (collectively, “SES providers”). Students are eligible to receive SES tutoring if they: (1) are from low-income families; and (2) attend a Title I school (*i.e.*, a school that receives funds under Title I, Part A of the ESEA) that is in its second year of being identified for improvement, corrective action, or restructuring.

21. Parents of eligible students receive a list of all SES providers. Each parent may select from this list one SES provider to provide SES tutoring to his or her child. Once a parent selects an SES provider for his or her child, the child is then enrolled in that particular provider’s SES classes.

22. SES providers hire teachers to provide SES tutoring to the students enrolled in their SES classes. SES providers are ultimately responsible for overseeing the SES teachers and for ensuring that their SES programs are administered properly.

23. The NYC DOE pays SES providers for each student they tutor with funds provided to the NYSED by the federal Government under Title I, Part A of the ESEA, as amended by the NCLB Act.

24. Each SES provider is paid a fixed hourly rate for each student it tutors. This fixed hourly rate is negotiated between the SES provider and the NYC DOE and is set forth in a contract between the parties.

25. SES providers bill the NYC DOE for the tutoring services they provide on a monthly basis.

26. Since at least 2006, the NYC DOE has required that SES providers regularly make two, distinct certifications in connection with their provision of SES tutoring. First, on a daily basis, SES providers must record student attendance at each of their tutoring classes, and certify that each day's attendance records are accurate. Second, when SES providers submit invoices to the NYC DOE for the tutoring services they have provided, they must certify that the invoices are true and accurate (*i.e.*, that the SES providers in fact provided the tutoring services for which they are billing).

1. Daily Student Attendance Certifications

27. For each tutoring class since at least 2006, SES providers serving students in New York City have been required to record student attendance on a form titled, "Supplemental Educational Services Student Sign-In" (the "Daily Student Attendance Sheet"). The Daily Student Attendance Sheet is a standard form approved by the NYC DOE. A copy of a redacted Daily Student Attendance Sheet is attached to this complaint as Exhibit A. Princeton Review used the Daily Student Attendance Sheet to record student attendance throughout the Covered Period.

28. The Daily Student Attendance Sheet contains three sections. The first section — located at the top of each Daily Student Attendance Sheet — is labeled, "Session Details." This section contains a basic description of the SES class, including the name of the SES provider, the

date of the class, the location of the class, the subject matter of the class, and the scheduled start time and end time of the class.

29. The second section of the Daily Student Attendance Sheet — located in the middle of each Sheet — is labeled, “Student Information.” This section contains seven columns, titled (from left to right): (1) “Present”; (2) “Name of Student”; (3) “Student ID”; (4) “Start Time”; (5) “Student Signature (Start of Session)”; (6) “End Time”; and (7) “Student Signature (End of Session).”

30. The “Name of Student” column contains the pre-printed name of each student who is enrolled in the class. Similarly, the “Student ID” column contains the pre-printed identification number that the NYC DOE has assigned to each student.

31. To the left of each student’s pre-printed name and identification number, in the column titled, “Present,” there are two “Scantron” bubbles — one labeled “Y” and the other labeled “N.” If a student is present for class, the “Y” bubble should be filled in; if a student is absent from class, the “N” bubble should be filled in. These Scantron bubbles are machine-readable, thus enabling SES providers to quickly compile a list of those students who were present for (or absent from) a given class.

32. To the right of each student’s pre-printed name and identification number are the columns titled (from left to right): “Start Time”; “Student Signature (Start of Session)”; “End Time”; and “Student Signature (End of Session).” According to the SES Provider Manual issued by the NYC DOE, if a student is present for class, at the beginning of the class, the student must sign his or her name in the column titled, “Student Signature (Start of Session)”; and at the end of the class, the student must sign his or her name in the column titled, “Student Signature (End of Session).” This requirement is also memorialized in the contract between each SES provider

and the NYC DOE. If a student arrives late to class, the student must sign in as soon as he or she arrives. Similarly, if a student leaves class early, the student must sign out when he or she leaves class. In addition, the student or the SES teacher must write the time that the student arrived at class and left class, respectively, in the columns titled, "Start Time" and "End Time."

33. The third and final section of the Daily Student Attendance Sheet — located at the bottom of each Sheet — is labeled, "Instructor & Supervisor Certification." This section contains the following language:

I hereby certify that I have provided supplemental educational services to the above named students on the date indicated herein. I understand that when completed and filed, this form becomes a record of the Department of Education and that any material misrepresentations may subject me to criminal, civic and/or administrative action.

34. Immediately below the above-quoted language on the Daily Student Attendance Sheet, there are two boxes in which the SES teacher and a representative of the SES provider must sign their names. By signing their names in these boxes, the SES teacher and the representative of the SES provider are certifying that tutoring services were provided to the students (1) whose signatures appear in the "Student Signature (Start of Session)" and "Student Signature (End of Session)" columns, and (2) for whom the "Y" Scantron bubble has been filled in. The SES teacher and the representative of the SES provider are also certifying to the accuracy of the reported "Start Time" and "End Time" for these students.

35. Each completed Daily Student Attendance Sheet is a record of the NYC DOE and must be retained in hard copy by the SES provider for at least six years.

2. Billing Certifications

36. Since at least 2006, SES providers serving students in New York City have been required to use an internet application maintained by the NYC DOE to submit monthly invoices

to the NYC DOE for the tutoring services they have provided. The internet application that has been in use since 2008 is called "Vendor Portal"; the internet application that was in use prior to 2008 was called "NCLB/SES Attendance." For purposes of this complaint, there is no material difference between Vendor Portal and NCLB/SES Attendance.

37. For each billing period since 2008, SES providers have been required to input the total time of each student's attendance into Vendor Portal. The NYC DOE treats this attendance data as an invoice. Prior to 2008, SES providers were required to input the same data into NCLB/SES Attendance, and the NYC DOE treated that data as an invoice.

38. Since 2008, the NYC DOE has made payments to SES providers based on the invoices they submit using Vendor Portal. Prior to 2008, the NYC DOE made payments to SES providers based on the invoices they submitted using NCLB/SES Attendance.

39. Before an SES provider can submit an invoice to the NYC DOE using Vendor Portal, a representative of the SES provider must click a "certification" icon. After the representative clicks the certification icon, a screen appears with the following language:

This is to certify:

- (i) The below named individual is a duly authorized representative ("Representative") of [the SES provider] and is authorized to submit information to the (DoE) and to make certifications and representations on the Agency's behalf;
- (ii) the Representative is aware that this invoice, when submitted to the DoE, becomes a business record of the Department of Education (DoE) and that the DoE relies upon the information contained therein to compute payments to the Agency;
- (iii) the Agency and the Representative individually are subject to legal action, including criminal prosecution, if false information is submitted knowingly to the DoE; and
- (iv) based upon the books and records of the Agency, the information in this invoice submitted to the DoE is true and accurate and may be relied upon

by the DoE to the same extent as an invoice submitted via hardcopy document and signed by an authorized representative of the Agency.

- (v) a hard copy Attendance/Progress report has been or will be sent to the parent of each student for whom payment is sought; that the provider has on file, and available for inspection by DoE, as [sic] signed Attendance/Progress report;
- (vi) a parent's failure to sign the Attendance/Progress report was not a result of the parent's communication to the provider that the attendance/Progress report is not accurate.

40. Immediately below the above-quoted language on the certification screen, there are four boxes. The first box is labeled, "Title"; the second box is labeled, "Last Name"; the third box is labeled, "First Initial"; and the fourth box is labeled, "I agree to the above terms." The representative must type his or her title, last name, and first initial in the first three boxes, and place a check in the last box. An SES provider cannot submit an invoice to the NYC DOE using Vendor Portal — and thus cannot get paid — unless and until one of its representatives has completed the certification screen. A screenshot of the certification screen from Vendor Portal is attached to this complaint as Exhibit B.

41. Prior to 2008, before an SES provider could submit an invoice using NCLB/SES Attendance, a representative of the SES provider was routed to a screen with the following language:

The Provider is advised that this electronic attendance report, when completed and submitted, becomes a business record of the Department of Education (DoE) and that the DoE relies upon the information contained therein to compute payments to the Provider's agency. It is further advised that knowingly submitting false information to the DoE may subject the Provider's agency and individuals within the agency to legal action, including criminal prosecution. In submitting this electronic attendance report for payment, the Provider is certifying that, based on the books and records of the Provider's agency: (i) the information contained in the electronic attendance report is true and accurate; (ii) a hardcopy Attendance/Progress (A/P) report has been or will be sent to the parent of each student for whom payment is sought; (iii) that the Provider has on file, and available for inspection by the DoE, a signed A/P report or has documented that

Provider made diligent efforts to obtain the parent's signature on the A/P report; and (iv) a parent's failure to sign the A/P report was not a result of the parent's communication to the Provider that the A/P report is inaccurate.

Immediately below this language, there were two buttons — one labeled “I accept” and the other labeled “I decline.” Prior to 2008, an SES provider could not submit an invoice to the NYC DOE using NCLB/SES Attendance — and thus could not get paid — unless and until one of its representatives clicked the “I accept” button. A screenshot of the certification screen from NCLB/SES Attendance is attached to this complaint as Exhibit C.

II. PRINCETON REVIEW'S NEW YORK CITY SES PROGRAM

A. Princeton Review's Provision of SES Tutoring in New York City

42. Princeton Review provided SES tutoring in New York City from 2002-2010.

43. Princeton Review entered into contracts with the NYC DOE in 2002, 2005, 2006 and 2009, which were periodically amended to reflect, among other things, updated pricing information. Pursuant to these contracts, from 2006-2010, Princeton Review was paid approximately \$35-\$75 per student per hour for providing SES tutoring.

44. Princeton Review's contracts with the NYC DOE in effect during the Covered Period contained additional certifications (beyond the above-described daily student attendance and billing certifications), including the following:

By signing the foregoing agreement Contractor [Princeton Review] certifies that any ensuing program and activity resulting from this Agreement will be conducted in accordance with . . . all applicable federal and state laws and regulations.

* * *

The Contractor further certifies that all documentation submitted pursuant to this Agreement contains truthful and accurate information.

45. Princeton Review's contracts with the NYC DOE in effect during the Covered Period also required Princeton Review to have students sign in and sign out at the start and conclusion of each tutoring session, and stated that Princeton Review was to be paid only for the tutoring services that it actually provided to students. The contract in effect as of September 2006 provided:

Contractor shall use NYCDOE attendance sheets[.] . . . Attendance sheets must be signed by students at the start and conclusion of each session

* * *

Billing for Services shall be in the form of detailed itemized invoices submitted by the Contractor on a periodic basis, as determined by the Board using the web-based electronic system. In addition, the Contractor certifies that any provision in this Agreement notwithstanding, the Board shall only make payment for Services actually provided to Students by the Contractor, for the number of hours of Services actually provided to Students by the Contractor, and only upon the submission of substantiated invoices in a form satisfactory to the Board.

46. Similarly, the contract in effect as of September 2009 provided:

Contractor shall use only NYCDOE attendance sheets for the purposes of recording attendance. . . . In addition, attendance sheets shall . . . indicate the start time and end time of each Student's tutoring session and must be signed by the Student at the start and conclusion of each session

* * *

Billing for Services shall be in the form of detailed itemized invoices submitted by the Contractor on a monthly basis, using the web-based electronic system. . . . In addition, the Contractor certifies that any provision in this Agreement notwithstanding, the Board shall only make payment for Services actually provided to Students by the Contractor, for the number of hours of Services actually provided to Students by the Contractor, and only upon the submission of substantiated invoices in a form satisfactory to the Board.

B. Princeton Review's Organizational Structure

47. During the Covered Period, Princeton Review assigned one "Site Manager" and several "Site Aides" to each New York City school at which it provided SES tutoring. All of the Site Managers and Site Aides were employees of Princeton Review.

48. The Site Aides assigned to a school reported to the Site Manager for that school.

49. Each Site Manager was responsible for overseeing the day-to-day operations of Princeton Review's SES program at the school(s) to which he or she was assigned. Among the Site Manager's responsibilities was ensuring that a Daily Student Attendance Sheet was completed for each SES class at his or her school(s). After each SES class, the Site Manager would collect the Daily Student Attendance Sheet from the SES teacher. Thereafter, the Site Manager would sign the certification on the Daily Student Attendance Sheet and deliver the completed Sheet to Princeton Review's offices at 160 Varick Street, New York, New York 10013.

50. Each Site Manager reported to a Princeton Review employee called a "Director." Each Director, in turn, supervised a group of Site Managers, and thus managed Princeton Review's SES program at a number of New York City schools. For example, during the 2008-2009 academic year, Azocar managed Princeton Review's SES program at 11 schools.

51. The Directors reported to the Vice President of Princeton Review's New York City SES division. This individual was in charge of Princeton Review's New York City SES program.

C. Princeton Review's Incentive Compensation System

52. During the Covered Period, Directors at Princeton Review were paid substantial bonuses if the schools they managed maintained high daily student attendance over the course of

an academic year. For example, for the 2007-2008 and 2008-2009 academic years, Directors were paid \$500-\$750 for each school they managed if, for the year, the average daily student attendance at all of the schools they managed was 60% or greater of students enrolled. If the average daily student attendance was 60%-64%, the Director would be paid \$500 per school. If the average daily student attendance was 65%-69%, the Director would be paid \$600 per school. And if the average daily student attendance was 70% or greater, the Director would be paid \$750 per school.

53. During the Covered Period, Directors earned substantial bonuses under this incentive compensation system. For example, for the 2007-2008 academic year, Azocar (who managed 16 schools) was paid \$600 per school, or \$9,600. Similarly, for the 2008-2009 academic year, Azocar (who managed 11 schools) was paid an attendance bonus of \$6,600.

III. PRINCETON REVIEW'S FALSE CERTIFICATIONS

54. For each invoice that Princeton Review submitted to the NYC DOE from 2006-2010, Princeton Review certified that the invoice was "true and accurate" (*i.e.*, that Princeton Review had provided tutoring services sufficient to justify the billed amount). However, most, if not all, of these certifications were false. In response to pressure from their Directors, many Site Managers routinely falsified entries on the Daily Student Attendance Sheets to make it appear as though more students had attended Princeton Review's SES classes than had in fact attended. Moreover, Azocar instructed and/or encouraged some of these Site Managers to falsify entries. These false entries ultimately resulted in: (1) Princeton Review submitting false invoices to the NYC DOE; and (2) the NYC DOE paying Princeton Review federal money for SES tutoring that Princeton Review had not in fact provided.

A. Due to the Actions of the Directors, Many Site Managers Routinely Falsified Entries on the Daily Student Attendance Sheets

55. During the Covered Period, many Site Managers routinely falsified entries on the Daily Student Attendance Sheets to increase their daily attendance numbers. They did so because they were pressured by their Directors to maintain high daily student attendance.

56. During the Covered Period, most, if not all, of the Directors gave their Site Managers daily goals or quotas for student attendance and pressured the Site Managers to meet the goals/quotas, including by threatening them with termination and/or having their pay cut if they failed to maintain high daily student attendance. Afraid of losing their jobs or having their pay cut, many Site Managers, in turn, falsified entries on the Daily Student Attendance Sheets. Moreover, some Site Managers enlisted their Site Aides to assist them in falsifying entries.

57. During the Covered Period, some Site Managers in fact had their pay lowered and/or were terminated for reporting low daily student attendance.

58. There were several ways that Site Managers falsified entries on the Daily Student Attendance Sheets during the Covered Period. In some instances, Site Managers instructed the SES teachers not to fill in the "N"/"Y" Scantron bubbles and then filled in the "Y" bubbles for absent students and forged the corresponding signatures. On other occasions, Site Managers erased the "N" bubbles where the SES teachers had filled them in and then filled in the "Y" bubbles and forged the corresponding signatures. Site Managers also filled in the "Y" bubbles for absent students where the SES teachers had neglected to fill in the "N" bubbles and then forged the corresponding signatures. In falsifying entries on the Daily Student Attendance Sheets, Site Managers frequently copied or traced students' signatures from old Sheets (on which the students had actually signed their names) onto new Sheets. Some Site Managers had their Site Aides assist in these activities.

59. In addition to falsifying entries for students who were absent from class, Site Managers and Site Aides also signed out for students who had signed in at the start of class but had not signed out. The Site Managers and Site Aides signed out for these students and marked the students as having been present for the entire class without verifying that the students had in fact been present for the whole class.

60. At least six Site Managers who falsified entries on the Daily Student Attendance Sheets were prompted to do so by Azocar. These Site Managers are referred to below as Site Managers 1 through 6.

61. Azocar held regular team meetings with her Site Managers — including Site Managers 1 through 6 — during which she: (1) discussed each Site Manager's quotas and prior attendance; and (2) counseled those Site Managers who had low attendance. Azocar also had one-on-one discussions with her Site Managers. During these one-on-one discussions, Azocar would instruct and/or encourage the Site Managers to falsify entries on the Daily Student Attendance Sheets, including by signing in for absent students. Azocar had such discussions with Site Managers 1 through 6.

62. **Site Manager 1.** Site Manager 1 worked at Princeton Review from 2007-2009 and was assigned to various schools, including PS 25 in the Bronx, PS 52 in Manhattan, PS 153 in Manhattan, PS 165 in Manhattan, and PS 189 in Manhattan. According to Site Manager 1, Azocar told Site Manager 1 that other Site Managers were signing "thirty or more" names on the Daily Student Attendance Sheets to meet their goals, and that Site Manager 1 should do the same. Azocar instructed Site Manager 1 to make copies of old student attendance records, and indicated that Site Manager 1 should use them as templates in signing for absent students. Azocar would say (in substance) such things as: "you can sign their names, it's easy, who's

going to know”; “just do it, nothing’s going to happen”; and “nothing is going to happen, don’t be afraid, I used to do it.” Azocar told Site Manager 1 that Site Manager 1 should not tell anyone else that Site Manager 1 had copies of old attendance records. Site Manager 1 would contact Azocar in connection with each tutoring session to report the total number of students who had attended that day’s session. On several occasions, Azocar told Site Manager 1 that she (Azocar) would be reporting a higher number. Site Manager 1 understood that she was to falsify entries on the Daily Student Attendance Sheets to make up the difference.

63. Azocar told Site Manager 1 that Site Manager 1’s “hours” depended on the number of students who were marked as present on the Daily Student Attendance Sheets. Site Manager 1 was paid based on the number of hours she worked. At one point, Site Manager 1’s pay was lowered because Site Manager 1 had failed to meet his/her attendance goals. At Azocar’s direction, Site Manager 1 instructed the SES teachers not to fill in the “N”/“Y” Scantron bubbles on the Daily Student Attendance Sheets. Site Manager 1 did this to facilitate the falsification process. Nevertheless, the “N”/“Y” bubbles were sometimes filled in. When this occurred, Site Manager 1 would erase some of the “N” bubbles and then fill in the “Y” bubbles and forge the corresponding signatures. Site Manager 1 falsified as many as 10-12 entries per day on the Daily Student Attendance Sheets.

64. **Site Manager 2.** Site Manager 2 worked at Princeton Review from 2007-2009 and was assigned to various schools, including PS 25 in the Bronx, PS 89 in Queens, PS 132 in Manhattan, PS 152 in Manhattan and IS 349 in Brooklyn. According to Site Manager 2, on Site Manager 2’s first day of work at Princeton Review (at which time Site Manager 2 was a Site Aide), Azocar instructed Site Manager 2 to sign the Daily Student Attendance Sheets for students who either had not signed in or had not signed out. Subsequently, after Site Manager 2

had been promoted to the position of Site Manager, Azocar indicated that Site Manager 2 should keep copies of old student attendance records and use them as templates in falsifying signatures. Azocar said (in substance), "if you have old attendance, sign for them." Azocar also informed Site Manager 2 that Site Manager 2's paycheck would go down and/or Site Manager 2's Site Aides would have to be let go if Site Manager 2 did not meet his/her attendance goals. Site Manager 2 personally falsified entries on Daily Student Attendance Sheets for absent students, and also instructed his/her Site Aides to falsify entries. Together, Site Manager 2 and Site Manager 2's Site Aides falsified as many as 40 entries per day.

65. **Site Manager 3.** Site Manager 3 worked at Princeton Review from 2006-2008 and was assigned to various schools, including PS 153 in Manhattan and MS 399 in the Bronx. According to Site Manager 3, Azocar instructed Site Manager 3 to sign the Daily Student Attendance Sheets for absent students. In addition, Azocar told Site Manager 3 to make copies of old student attendance records, and indicated that Site Manager 3 should use them as templates in falsifying signatures. When Site Manager 3 reported low attendance, Azocar would meet one-on-one with Site Manager 3 and say (in substance) such things as "why didn't you listen, make the copies." Azocar told Site Manager 3 that Site Manager 3 should not tell anyone else that Site Manager 3 had copies of old attendance records. Site Manager 3 followed Azocar's direction and falsified as many as 60-70 entries per day on the Daily Student Attendance Sheets.

66. **Site Manager 4.** Site Manager 4 worked at Princeton Review from 2007-2008 and was assigned to various schools, including PS 25 in the Bronx and PS 89 in Queens. According to Site Manager 4, Azocar had a one-on-one meeting with Site Manager 4 after Site Manager 4's daily student attendance numbers had begun to decline. During this meeting,

Azocar said (in substance), "if you have to, do the special project, just do it, just sign them in." Azocar told Site Manager 4 that doing "the special project" was the only way to not get fired. Site Manager 4 followed Azocar's instruction and falsified up to five entries per day on the Daily Student Attendance Sheets. Site Manager 4 also instructed his/her Site Aides to falsify additional entries.

67. **Site Manager 5.** Site Manager 5 worked at Princeton Review from 2008-2010 and was assigned to various schools, including PS 152 in the Bronx and PS 161 in Manhattan. According to Site Manager 5, Azocar told Site Manager 5 to sign in and/or sign out for students to meet his/her attendance goals, even if the students were not present for SES tutoring. Site Manager 5 falsified as many as 8-10 entries per day on the Daily Student Attendance Sheets.

68. **Site Manager 6.** Site Manager 6 worked at Princeton Review from 2007-2008 and was assigned to various schools, including PS 165 in Manhattan, PS 189 in Manhattan, and PS 192 in Manhattan. According to Site Manager 6, Azocar instructed Site Manager 6 to keep copies of old student attendance records and to sign the Daily Student Attendance Sheets for absent students. Azocar would say (in substance) such things as "you have to write signatures if your attendance is low," and "you know what you have to do, I already reported a higher [attendance] number to [my supervisor]." On one occasion, Site Manager 6 told Azocar that he/she did not feel comfortable signing for absent students. In response, Azocar told Site Manager 6 that she (Azocar) had previously done it. Azocar said (in substance), "I did it before, why can't you do it." When falsifying entries on the Daily Student Attendance Sheets, Site Manager 6 would erase some of the "N" Scantron bubbles and then fill in the "Y" bubbles and forge the corresponding signatures. On some occasions, however, the SES teachers did not fill in the "N"/"Y" bubbles. On these occasions, Site Manager 6 simply filled in the "Y" bubbles for

absent students and then forged the corresponding signatures. Site Manager 6 falsified up to 8 entries per day on the Daily Student Attendance Sheets.

69. Azocar also instructed some of her Site Managers to fabricate Daily Student Attendance Sheets for days on which there were no SES classes to make it appear as though there were classes, and that students had attended the classes. Azocar instructed one of these Site Managers, Site Manager 1, to tell the SES teachers that Princeton Review had lost the Daily Student Attendance Sheets from prior classes and needed to complete new Sheets to replace the lost ones. Site Manager 1 then had students and teachers sign the new Sheets. These new Sheets reflected dates on which there were no SES classes. Site Manager 1 fabricated approximately four days of SES classes in this way. Azocar also instructed Site Managers 3 to fabricate an entire day of SES classes.

70. Princeton Review based its monthly invoices to the NYC DOE on the information reflected on the Daily Student Attendance Sheets. Princeton Review would compile the attendance data as reflected on the Daily Student Attendance Sheets and submit the data to the NYC DOE using Vendor Portal or NCLB/SES Attendance. The NYC DOE would then pay Princeton Review based on the data that Princeton Review had submitted through Vendor Portal or NCLB/SES Attendance. In this way, the false entries on the Daily Student Attendance Sheets caused Princeton Review to overbill the NYC DOE, and caused the NYC DOE to pay Princeton Review federal money for SES tutoring that Princeton Review had not provided.

B. Princeton Review's Daily Student Attendance Sheets Confirm the Fraud

71. Princeton Review's Daily Student Attendance Sheets from the Covered Period are replete with falsifications.

72. There are thousands of entries on Princeton Review's Daily Student Attendance Sheets from the Covered Period where: (1) the "N" Scantron bubble was initially filled in for a student (indicating that the student was absent); (2) the "N" bubble was subsequently erased; and (3) the "Y" bubble was then filled in for the student (indicating that the student was present). For example, during the 2008-2009 academic year, Site Manager 5 submitted Daily Student Attendance Sheets for classes at PS 152 in the Bronx and PS 161 in Manhattan that contained more than 1,000 entries where the "N" bubble was erased and changed to "Y." Similarly, during the 2007-2008 academic year, another Site Manager submitted Daily Student Attendance Sheets for classes at PS 328 in Brooklyn that contained more than 250 entries where the "N" bubble was erased and changed to "Y."

73. Moreover, for some of the above-described entries where the "N" bubble was erased and changed to "Y," the students' signatures look nothing like the signatures that appear for the same students on other Daily Student Attendance Sheets where the "N" bubbles were not erased and changed to "Y." For example, there are entries for the same student where: (1) the student's name was written neatly and in print on a day when the "N" was changed to "Y" (as though an adult had written it), but sloppily and in a mixture of print and cursive — with some letters written consistently in cursive — on days when there was no change from "N" to "Y" (as though a child had written it); (2) the student's first and last name was written — and was written neatly — on a day when the "N" was changed to "Y" (as though an adult had written it), but only the first name was written — and was written sloppily — on days when there was no change

from “N” to “Y” (as though a child had written it); (3) only the first letter of the student’s first and last name was capitalized on a day when the “N” was changed to “Y” (e.g., “Elaine”), but additional letters were capitalized on days when there was no change from “N” to “Y” (e.g., “ELainE”); and (4) the student’s name was written so as not to include any accent marks on a day when the “N” was changed to “Y” (e.g., “Jone”), but to include accent marks on days when there was no change from “N” to “Y” (e.g., “Joné”). There are also entries where the same student’s purported signature looks different from session to session.

74. Additionally, for at least three of the above-described entries where the “N” bubble was erased and changed to “Y,” the students’ purported signatures contain misspellings. For one of these entries, the first name signed in the signature block is spelled “Donate.” Notably, the student’s first name was misspelled “Donate” on the pre-printed portion of the Daily Student Attendance Sheet. On other Daily Student Attendance Sheets where there was no change from “N” to “Y,” the first name signed in the signature block is correctly spelled “Dontae.”

75. For most of the above-described entries where the “N” bubble was erased and changed to “Y,” Princeton Review billed the NYC DOE for the students’ attendance at the SES classes. Moreover, for most of the above-described entries, the NYC DOE paid Princeton Review the full amount that Princeton Review had billed. These payments were made using federal funds.

76. The examples described above reflect only a portion of the fraud committed by Princeton Review. The examples reflect only those instances where “N” bubbles were erased and changed to “Y.” There were, however, instances where: (1) the SES teachers did not fill in the “N” bubbles for absent students; and after class (2) Site Managers filled in the “Y” bubbles

for absent students and forged the corresponding signatures. There were also instances where Site Managers fabricated entire Daily Student Attendance Sheets for days on which there had been no SES classes.

C. Parents Also Confirm the Fraud

77. Parents of students who were enrolled in Princeton Review's New York City SES program have confirmed that their children did not attend SES classes on certain days on which: (1) Princeton Review's Daily Student Attendance Sheets indicate that the children were present; and (2) Princeton Review billed the NYC DOE — and was paid by the NYC DOE in federal funds — as though the children were present.

78. The parent of one child who, according to Princeton Review's attendance and billing records, attended Princeton Review's SES classes at PS 152 in Manhattan on January 27, 2009, January 29, 2009, February 3, 2009, and February 5, 2009 has stated that, on these dates, the child was in Mexico on a family vacation. The child's passport confirms that the child arrived in Mexico on January 23, 2009 and returned to the United States on February 8, 2009. Princeton Review's Daily Student Attendance Sheets for each of these dates, however, state that the child arrived at class at 3:00 p.m. and departed class at 5:00 p.m. Princeton Review billed the NYC DOE — and was paid by the NYC DOE in federal funds — as though this child had attended SES classes from 3:00 p.m. to 5:00 p.m. on these four dates. Princeton Review was paid \$278.08 for these four dates.

79. Additionally, the parent of another child who, according to Princeton Review's attendance and billing records, attended Princeton Review's SES classes at PS 189 in Manhattan on June 5, 2009, June 11, 2009, and June 12, 2009 has stated that, on these three dates, the child was at home recuperating from surgery. In fact, the parent has a copy of a note from the child's

doctor, dated June 12, 2009, requesting that the child be excused from school for the period June 2, 2009 through June 12, 2009, as a result of the surgery. Princeton Review's Daily Student Attendance Sheets for each of the above dates, however, state that this child arrived at class at 3:00 p.m. and departed class at 5:00 p.m. Princeton Review billed the NYC DOE — and was paid by the NYC DOE in federal funds — as though this child had attended Princeton Review's SES classes from 3:00 p.m. to 5:00 p.m. on each of the above dates. Princeton Review was paid \$208.57 for these three dates.

D. The NYC DOE's Attendance and Billing Records Further Confirm the Fraud

80. The NYC DOE's attendance and billing records from the Covered Period also indicate that Princeton Review was billing the NYC DOE — and being paid federal money — for tutoring services that it did not provide.

81. As demonstrated by the chart below, each year during the Covered Period, there were thousands of instances in which Princeton Review billed the NYC DOE — and was paid by the NYC DOE in federal funds — for providing tutoring services to students on days when the students were absent from school or when school was closed. In total, the NYC DOE paid Princeton Review more than \$1 million — in federal funds — for these particular students' alleged attendance at these particular SES classes.

Academic Year	Number of Times Students Were Identified as Present for Princeton Review's SES Classes on Days When the Students Were Absent From School or When School Was Closed	Total Payment to Princeton Review for These Students' Alleged Attendance at These Particular SES Classes
2006-2007	3,388	\$238,694.16
2007-2008	6,394	\$445,223.01
2008-2009	7,044	\$495,784.33
2009-2010	2,204	\$146,605.83

82. For example, according to the NYC DOE's billing records, Princeton Review billed the NYC DOE — and was paid by the NYC DOE in federal funds — \$7,439.07 for tutoring 107 students at PS 189 in Manhattan on January 1, 2008 — New Year's Day. The Parent Coordinator for PS 189 — that is, the individual who oversaw the SES program on behalf of the school — has stated that no SES classes were taught at PS 189 on New Year's Day in 2008.

83. Similarly, according to the NYC DOE's billing records, Princeton Review billed the NYC DOE — and was paid by the NYC DOE in federal funds — \$5,144.78 for tutoring 74 students at MS 399 in the Bronx on New Year's Day in 2008. The Parent Coordinator for MS 399 has stated that no SES classes were taught at MS 399 on New Year's Day in 2008.

E. Princeton Review's Management Knew About or Recklessly Disregarded the Fraud

84. In 2006, the Special Commissioner of Investigation for the New York City School District (the "SCI") initiated an investigation into whether Princeton Review had overbilled the NYC DOE for SES tutoring during the 2005-2006 academic year — that is, the academic year that immediately preceded the Covered Period at issue in this suit.

85. In response to the SCI investigation, Princeton Review hired an outside law firm to conduct an internal investigation of its billing practices and attendance records from the 2005-2006 academic year. The law firm identified seven schools for which Princeton Review's attendance records included signatures that did not appear to be those of the actual students.

86. In 2007, Princeton Review's Chief Executive Officer ("CEO") informed the NYC DOE of the results of Princeton Review's internal investigation. The CEO also represented that Princeton Review had fired the one employee it deemed responsible for the fraud, and had

implemented new compliance policies and procedures that would quickly detect the pattern of fraudulent signatures seen in the attendance records from the 2005-2006 academic year.

87. Notwithstanding the CEO's representations, Princeton Review failed to implement adequate corrective action. Indeed, the new policies and procedures appear to have been a mere rubber stamp. Princeton Review instituted a procedure whereby compliance officers were to review the Daily Student Attendance Sheets. However, these individuals routinely approved Daily Student Attendance Sheets that exhibited obvious signs of fraud. For example, there are instances in which compliance officers approved the Daily Student Attendance Sheets submitted by particular Site Managers for particular tutoring sessions, despite the fact that the Sheets contain 20 or more instances where "N" bubbles were erased and changed to "Y."

88. Furthermore, in March 2008, Site Manager 3 informed the Vice President of Princeton Review's New York City SES division (*i.e.*, the individual who was in charge of Princeton Review's New York City SES program) that Azocar had instructed Site Manager 3 to forge student signatures for SES classes at MS 399 in the Bronx. In response, the Vice President had a "preliminary audit" done of Site Manager 3's attendance records from 14 tutoring sessions at MS 399 between November 8, 2007 and January 29, 2008. This "preliminary audit" identified three students whose signatures differed from session to session on 21 occasions. Notably, Princeton Review nonetheless billed the NYC DOE — and was paid by the NYC DOE — for these three students for each of these 21 instances.

89. The Vice President failed to respond adequately to Site Manager 3's allegations. An adequate investigation would have revealed that Azocar's Site Managers were routinely falsifying student attendance records. Instead, despite being put on notice of Azocar's

misconduct, the Vice President turned a blind eye and allowed Azocar to keep her job and the fraud to continue.

90. A few months later, in June 2008, Princeton Review's Assistant Director of Operations sent the Vice President an email in connection with a separate audit of Princeton Review's attendance records from May 7, 2008 and May 29, 2008. The Assistant Director of Operations reported that the auditor had encountered "Inconsistent Signatures," as well as "Pre-Populated Times," "Same Time In/Out," "No Time Out," "Students who are not approved," and "Missing Supervisor Signatures." Nevertheless, the fraud continued after this date.

IV. PRINCETON REVIEW'S FALSE CERTIFICATIONS HAVE CAUSED THE UNITED STATES MILLIONS OF DOLLARS IN LOSSES

91. For the academic years 2006-2007 through 2009-2010, the NYC DOE paid Princeton Review approximately \$38 million in federal funds to provide tutoring services to underprivileged students at underperforming New York City public schools.

92. The NYC DOE paid Princeton Review the approximately \$38 million based on invoices that Princeton Review had submitted to the NYC DOE for that amount. In connection with each of these invoices, Princeton Review certified that the information reflected on the invoice was "true and accurate" — that is, Princeton Review certified that it had provided tutoring services sufficient to justify the billed amount.

93. Notwithstanding its certifications to the contrary, Princeton Review did not provide tutoring services sufficient to justify the billed amounts. Rather, Princeton Review's invoices inflated the number of hours of tutoring services that Princeton Review had provided. As set forth above, many Site Managers and Site Aides (prompted by the actions of their supervisors) routinely falsified entries on the Daily Student Attendance Sheets to make it appear as though more students had attended Princeton Review's SES classes than had in fact attended.

And Princeton Review based the invoices that it submitted to the NYC DOE on the attendance information reflected on the Daily Student Attendance Sheets. Accordingly, Princeton Review routinely submitted false billing certifications to the NYC DOE.

94. Absent the above-referenced false billing certifications, Princeton Review would not have been able to submit the false invoices to the NYC DOE, and the NYC DOE would not have paid Princeton Review millions of dollars — in federal funds — for tutoring services that Princeton Review never actually provided.

FIRST CLAIM

Violations of the False Claims Act (31 U.S.C. § 3729(a)(1) (2006), and as amended, 31 U.S.C. § 3729(a)(1)(A)) Causing False Claims

95. The Government incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

96. The Government seeks relief against Defendants under Section 3729(a)(1) of the FCA, 31 U.S.C. § 3729(a)(1) (2006), and as amended, Section 3729(a)(1)(A) of the FCA, 31 U.S.C. § 3729(a)(1)(A).

97. As set forth above, Defendants knowingly, or acting with deliberate ignorance and/or with reckless disregard of the truth, presented and/or caused to be presented to the NYC DOE (*i.e.*, a sub-grantee receiving federal funds) false and fraudulent claims for payment or approval in connection with Princeton Review's provision of SES tutoring. Specifically, Defendants presented, or caused Princeton Review to present, false invoices to the NYC DOE for tutoring services that Princeton Review had not actually provided.

98. The NYC DOE paid Princeton Review for providing tutoring services that Princeton Review had not in fact provided because of Defendants' false claims.

99. By reason of Defendants' false claims, the Government has been damaged in a substantial amount to be determined at trial, and is entitled to a civil penalty as required by law for each violation.

SECOND CLAIM

Violations of the False Claims Act (31 U.S.C. § 3729(a)(1)(B)) Use of False Statements

100. The Government incorporates by reference each of the preceding paragraphs as if fully set forth in this paragraph.

101. The Government seeks relief against Defendants under Section 3729(a)(1)(B) of the FCA, 31 U.S.C. § 3729(a)(1)(B), or in the alternative, under Section 3729(a)(2) of the FCA, 31 U.S.C. § 3729(a)(2) (2006).

102. As set forth above, Defendants knowingly, or acting with deliberate ignorance and/or with reckless disregard of the truth, made, used or caused to be made or used false records and/or statements material to false or fraudulent claims in connection with Princeton Review's provision of SES tutoring. Specifically, Defendants made, or caused Princeton Review to make, false records and/or statements — in the form of false daily student attendance records, false billing invoices, and false certifications — that were material to Princeton Review's claims for payment for the tutoring services it allegedly provided.

103. The NYC DOE paid Princeton Review for providing tutoring services that Princeton Review had not in fact provided because of Defendants' false records and/or statements.

104. By reason of Defendants' false records and/or statements, the Government has been damaged in a substantial amount to be determined at trial, and is entitled to a civil penalty as required by law for each violation.

WHEREFORE, the Government respectfully requests that judgment be entered in its favor and against Defendants as follows:

- a. For treble the Government's damages for payments made to Princeton Review for tutoring services that Princeton Review did not in fact provide, in an amount to be determined at trial;
- b. For such civil penalties as are required by law;
- c. For costs, pursuant to 31 U.S.C. § 3729(a); and
- d. For such further relief as the Court deems proper.

Dated: New York, New York
April 30, 2012

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for the United States

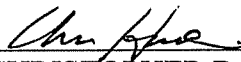
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Exhibit A

10/27/2007

SUNSHINE E.S

The Princeton Review

SES PS328KS-FA07 2

Program Service Name
E.S. PS 328KS / SUNSHINE E.S.

Session Start Time
9:15AM

Session End Time
12:15PM

Student ID	Student Name	Signature	Date	Time
[Redacted]	[Redacted]	[Redacted]	9.15	12.15
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	9.15	12.15
[Redacted]	[Redacted]	[Redacted]	9.15	12.15
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	9.15	12.15

Interactor Signature

[Redacted Signature]

Supervisor Signature

[Redacted Signature]

100

2

070800004

Session Number Class Number



Exhibit B

Invoice Certification

BATCH ID: 22 | STATUS: SUBMITTED

Invoice Details

NOTE: Only accepted maximum service hours will be paid for.

Provider ID: 60 Famis Vendor ID: 113316253 Provider Name: TEST VENDOR
Invoice Number: NCLB12JAN0600001 Total Students: 1 Total Hours: 16.00
Cost before facility charge: \$704.00 Facility charge: \$63.36 Total payment due: \$640.64

Certify

This is to certify.

(i) The below named individual is a duly authorized representative, "Representative", of " " and is authorized to submit information to the [DoE] and to make certifications and representations on the Agency's behalf;

(ii) the Representative is aware that this invoice, when submitted to the DoE, becomes a business record of the Department of Education [DoE] and that the DoE relies upon the information contained therein to compute payments to the Agency;

(iii) the Agency and the Representative individually are subject to legal action, including criminal prosecution, if false information is submitted knowingly to the DOE; and

(iv) based upon the books and records of the Agency, the information in this invoice submitted to the DoE is true and accurate and may be relied upon by the DoE to the same extent as an invoice submitted via hardcopy document and signed by an authorized representative of the Agency.

(v) a hard copy Attendance/Progress report has been or will be sent to the parent of each student for whom payment is sought; that the provider has on file, and available for inspection by DOE, as signed Attendance/Progress report;

(vi) a parent's failure to sign the Attendance/Progress report was not a result of the parent's communication to the provider that the attendance/Progress report is not accurate.

The DOE will not approve any invoice for hours that exceed the maximum allowable as per the Agency's contract.

Title:
Last Name:
First Initial:

I agree to the above terms

Exhibit C

4. Read the terms and conditions below the 'Attendance Report'. If you agree, click on 'I Accept' and submit your certification by clicking on the 'Submit' button.

The screenshot shows a web browser window with the following content:

Address: https://10.2.56.18/ncdb/attendance/CertifyAttendance.aspx

Reading/ELA for K-8 (Line Item NO- 01)	203330923	\$11.90	1.50
Reading/ELA for K-8 (Line Item NO- 01)	203393079	\$11.90	3.00
Reading/ELA for K-8 (Line Item NO- 01)	203394200	\$11.90	3.00
Reading/ELA for K-8 (Line Item NO- 01)	203394614	\$11.90	3.00
Reading/ELA for K-8 (Line Item NO- 01)	203495221	\$11.90	3.00
Reading/ELA for K-8 (Line Item NO- 01)	203499694	\$11.90	1.50
Reading/ELA for K-8 (Line Item NO- 01)	203506068	\$11.90	2.00
Reading/ELA for K-8 (Line Item NO- 01)	203553433	\$11.90	6.00
Reading/ELA for K-8 (Line Item NO- 01)	203617212	\$11.90	4.00
Reading/ELA for K-8 (Line Item NO- 01)	203722394	\$11.90	3.00

Terms and Conditions:

The Provider is advised that this electronic attendance report, when completed and submitted, becomes a business record of the Department of Education (DoE) and that the DoE relies upon the information contained therein to compute payments to the Provider's agency. It is further advised that knowingly submitting false information to the DoE may subject the Provider's agency and individuals within the agency to legal action, including criminal prosecution. In submitting this electronic attendance report for payment, the Provider is certifying that, based on the books and records of the Provider's agency: (i) the information contained in the electronic attendance report is true and accurate; (ii) a hardcopy Attendance /Progress (A/P) report has been or will be sent to the parent of each student for whom payment is sought; (iii) that the Provider has on file, and available for inspection by the DoE, a signed A/P report or has documented that Provider made diligent efforts to obtain the parent's signature on the A/P report; and (iv) a parent's failure to sign the A/P report was not a result of the parent's communication to the Provider that the A/P report is inaccurate.

Submission Area:

I Accept I Decline

Footer: © 2009 The New York City Department of Education. Privacy Policy | Disability | Legal | Contact Us. NYC.GOV. Mayor's Office | City Agencies | Services | City Life | Contact NYC.gov. 6:48 PM