

**NEW YORK STATE
HOMELESS HOUSING AND ASSISTANCE CORPORATION
AUDIT SERVICES AGREEMENT**

THIS IS AN AGREEMENT ENTERED INTO BY AND BETWEEN THE NEW YORK STATE HOMELESS HOUSING AND ASSISTANCE CORPORATION (the "Corporation") a public benefit corporation of the State of New York, having its principal office at 40 North Pearl Street, Albany, New York 12243, and _____, (the "Contractor") a Professional Corporation having an office at _____.

WITNESSETH:

WHEREAS, Chapter 215 of the Laws of 1990 created and established the Corporation, as codified at Section 45-c of the New York State Private Housing Finance Law (the "Act") pursuant to which the Corporation is authorized to administer the Homeless Housing and Assistance Program; and

WHEREAS, the Act authorizes the Corporation to engage the services and contract with private firms and corporations for the provision of necessary professional services relating to the activities of the Corporation; and

WHEREAS, Section 2925(3) (f) of the New York State Public Authorities Law requires the Corporation to have prepared an annual independent audit of the investments of the Corporation; and

WHEREAS, the Corporation on November 1, 2013, issued a Request for Proposals from Certified Public Accountants to prepare such a financial audit of the Corporation for five years beginning with the April 1, 2013- March 31, 2014 fiscal year and

WHEREAS, the Corporation has reviewed the bids submitted by qualified bidders in response to such Request for Proposals and has determined to enter into a contract with the Contractor, and

WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the scope of services portion of this contract (Exhibit A) and is desirous of providing the services specifically described in Exhibit A annexed hereto and expressly made a part hereof; and

WHEREAS, subject to the terms and conditions hereinafter set forth, the Corporation is willing to make funds available to enable the Contractor to provide such services;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

The Corporation retains the Contractor to provide the services (hereinafter referred to as the "Project") as set forth in Exhibit A, hereto annexed and expressly made a part hereof, to the Corporation. The Contractor represents that it has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the said services in a manner satisfactory to the Corporation.

2. PERIOD OF AGREEMENT

a. This Agreement shall commence as of the 1st day of April 2014, and shall terminate on the 31st day of March 2018.

b. Services to be rendered by the Contractor must be completed within the timeframes stated in Exhibit A, annexed hereto.

c. In the event the Contractor breaches this term of the Agreement, the Corporation reserves the right to seek any legal remedy available to it which may include specific performance, court costs, attorney fees, and in addition, daily liquidated damages in the amount of \$100 until the Contractor complies with this term of the Agreement, it being hereby agreed that the damages in such an event, though great and irreparable, are difficult to ascertain. No liquid damages shall accrue for delays caused by the Corporation.

3. COMPENSATION

The Corporation agrees to pay the Contractor at the rate set forth in Exhibit C annexed hereto and made part hereof. The Contractor expressly understands and agrees that in no event will the Contractor be paid more than \$_____ by the Corporation for completion of the Project with respect to an audit for the fiscal year 2013 - 2014. Should the Corporation agree to extend this contract for up to the four (4) additional one-year terms, the Contractor agrees to accept compensation in the amounts as set forth in Exhibit C annexed hereto, provided however that the Contractor may terminate the agreement prior to the commencement of each of the four (4) additional one-year terms if there is a substantial increase in the Corporation's volume of transactions or a change in its operations which would substantially increase the cost of providing the services rendered by the Contractor.

4. PAYMENT PROCESS AND ACCOUNTING PROCEDURES

a. The Corporation shall make payments to the Contractor in accordance with the projected budget annexed as Exhibit C and expressly made a part hereof. Any modifications of said budget must be approved by the Corporation before they shall become effective.

b. Any payments by the Corporation to the Contractor will be inclusive of all the Contractor's costs, including compensation of employees and consultants, overhead expenses, office rent, office equipment, furniture, office supplies, travel and printing, its own and employees' withholdings, and payroll taxes and expenses, all other applicable taxes and income taxes, and any other expenses necessarily and incidentally incurred in order to complete this Project. Payments will be made to the Contractor upon properly submitted bills to the Corporation for services rendered in writing in the manner set out in Exhibit C.

c. Payments received hereunder shall be in full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

d. The Contractor shall maintain an appropriate, permanent set of accounting records that shall be kept current and made available to the Corporation or its designated agent or the New York State Office of the State Comptroller or its designated agent upon request. The Corporation and the New York State Office of the State Comptroller or their designated agents shall have and are hereby granted the right, at their discretion, to audit all records, program documents and materials of the Contractor as such relate to the services required hereunder.

5. EXECUTORY CLAUSE

This Agreement shall be deemed executory to the extent of the funds available to the Corporation for the purpose thereof and in no event shall the State of New York have any liability with respect thereto.

6. CONFIDENTIALITY

All of the reports, information, data, training manuals, policy and procedure manuals, video and audio tape recordings, computer disks and tapes and all other data given to, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Corporation, except as required by law.

7. DOCUMENTS

Pursuant to any request by the Corporation, or if this Agreement is terminated for any reason or upon completion of services, all finished or unfinished documents, data, studies, surveys and reports, video or audio tapes, training manuals, policy and procedural manuals, computer tapes and discs, flash drives or any other item or medium, electronic or otherwise, prepared by the Contractor under or in furtherance of the Contractor's obligations pursuant to this Agreement shall, at the option of the Corporation, become its property and the Contractor shall, upon the exercise of such option, be required to turn over such items upon request to the Corporation, and as a condition precedent to the receipt of any compensation or reimbursement provided under this Agreement.

8. INDEPENDENT CONTRACTOR

With respect to any activities carried out in connection with this agreement, the Contractor shall not be the agent of the Corporation nor shall the Contractor represent to any person, foundation, group, organization or government entity that it is acting as agent for the Corporation or that it is entitled in any way to act on behalf of the Corporation or to incur obligations on behalf of the Corporation unless expressly authorized to do so by the Corporation in writing. This Agreement shall not be construed as a partnership or joint venture between the Corporation and the Contractor. The Corporation shall not be liable for the actions of the Contractor in carrying out this Agreement.

9. PROHIBITION AGAINST ASSIGNMENT

This Agreement is intended to secure the services of the Contractor because of its ability and reputation and none of the Contractor's duties under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Corporation. Any so authorized assignment, subcontract or transfer of the Contractor's duties under this Agreement must be in writing.

10. THIRD PARTY PARTICIPATION

The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services relating to the completion of this Project, the Contractor shall be solely responsible for carrying out the Project pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor or sub-grantee shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the Project, unless the Corporation and the Contractor agree to a modification in a particular case.

The Corporation shall have the right to review and approve, in writing, any contract between the Contractor and any subcontractor regarding the rendering of services pursuant to this Agreement.

11. REPORTS

All reports rendered by the Contractor to the Corporation under this Agreement shall be tendered directly to the President of the Corporation or any authorized designee.

12. PROJECT OFFICER

The Corporation designates as Project Officer to communicate to the Contractor the Corporation's directives relating to the Contractor's performance of its obligations under this AGREEMENT the President of the Corporation. All Project reports, vouchers for payment, and issues of interpretation or direction relating to the AGREEMENT shall be directed to the Project Officer, or to such persons who may be designated to assist the Project Officer.

13. RECORDS

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State

Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the state of New York or, if no such office is available, at mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the New York Public Officers Law (the "Statute"), provided that: (i) the contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

14. CONTRACT MODIFICATIONS

a. Any modification to this AGREEMENT must be mutually agreed upon, in writing, and duly executed by the parties, before the additional or modified activity or requirement shall commence.

b. Any modification to this AGREEMENT that would effect a substantive change in the contract activities as determined by the Corporation shall be carried out by amendment of this AGREEMENT. Any such amendment shall require the approval of the Corporation.

15. TERMINATION

a. This AGREEMENT may be terminated at any time upon mutual written agreement of the contracting parties.

b. The AGREEMENT may be terminated by the Corporation for cause upon the failure of the Contractor to comply with the terms and conditions of this AGREEMENT, including the attachments thereto, provided that the Corporation shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail return receipt requested. Such termination shall be effective immediately upon receipt of such notice by the Contractor established by the receipt returned. The Contractor agrees not to incur new obligations or to claim for any expenses arising after receipt of the notification of termination.

c. The AGREEMENT may be terminated if the Corporation deems that termination would be in the best interest of the State, provided that the Corporation shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return-receipt requested. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned.

d. To the extent permitted by law, this Agreement may be deemed in the sole discretion of the Corporation terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Corporation to the Contractor.

e. This AGREEMENT shall be deemed terminated immediately should State funds for this AGREEMENT become unavailable.

f. In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. In the event the AGREEMENT is terminated under subdivisions a, c, d, or e above, the Corporation shall pay the Contractor for the portion of the services completed on a pro-rata basis.

16. HOLD HARMLESS AND INDEMNIFICATION

During the term of this Agreement and in any action directly related to this Agreement, the Contractor shall hold the Corporation harmless and shall indemnify the Corporation against any and all liability, claims, demands, lawsuits or costs

arising out of the intentional, negligent or wrongful act of the Contractor or its agents or employees, and shall reimburse the Corporation for any costs, disbursements and attorney fees incurred in defending said claims or lawsuits.

17. NO ARBITRATION

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

18. DELAYS AND PROBLEMS

The Contractor agrees to notify the Corporation, in writing, within three days of the occurrence, of any problem which may significantly delay or threaten the timely progress or completion of the contract activity funded hereunder and shall submit therewith recommendations for a solution to such problem.

19. NOTICE TO BE WRITTEN

a. All notices are required to be sent by either party under this AGREEMENT shall be in writing, and shall be sent via certified mail, return receipt requested or shall be delivered by hand with the sender receiving a receipt from the recipient. The date of such notices shall be deemed to be the date of receipt of such notice established by the receipt returned by the sender, or the date of recipient's receipt for notices delivered by hand.

b. Notices to be sent to the Corporation shall, unless stated otherwise, be sent to: Director, Bureau of Housing and Shelter Services, New York State Office of Temporary Disability Assistance, 40 North Pearl Street, 10th Fl., Albany, New York 12243. Notice to be sent to the Contractor shall, unless stated otherwise, be sent to: _____.

20. NO WAIVER

Any failure by the Corporation to declare a breach or to insist upon the strict performance by the Contractor of any covenant, term or provision hereof shall not be deemed to be a waiver of any of the covenants, terms and provisions hereof, and the Corporation, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Sponsor of any and all of the covenants, terms and provisions of this AGREEMENT to be performed by the Contractor.

21. SEVERABILITY

In the event that any provision of this AGREEMENT is held to be invalid, such invalidity shall not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this AGREEMENT are declared severable.

22. ADDITIONAL PROVISIONS

a. The Contractor warrants that it is not in arrears to the State upon debt or contract, and is not a defaulter as surety, contractor or otherwise on any obligation to the State.

b. The Contractor warrants that it is fully qualified to undertake the activity all funded hereunder.

c. The AGREEMENT is and shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York.

d. The section headings of this AGREEMENT are for convenience of reference only and in no way define, limit or describe the scope or intent of this AGREEMENT.

e. The rights and remedies of the Corporation provided in this agreement shall not be exclusive and are in addition to all other rights and remedies provided at law or in equity.

f. It is hereby agreed that if there be any conflict between portions of this AGREEMENT, including the Appendices and plans thereof, the provisions which enlarge the rights and remedies of the Corporation shall control.

g. No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith unless that action shall be commenced within one year from the termination of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

h. The Contractor shall be bound by the additional terms and conditions contained in Exhibit A, Exhibit B and Exhibit C, which are attached hereto and made part hereof.

i. The Contractor hereby agrees to comply with each and every provision of Section 2802 of the New York State Public Authorities Law, as amended.

23. ENTIRETY OF THE AGREEMENT

This AGREEMENT, including those documents expressly included by reference by the terms of this AGREEMENT or the appendices annexed hereto, contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

24. EXHIBITS

The following exhibit and appendices are hereby incorporated into this Agreement and the Contractor, to the extent applicable, shall adhere to the provisions contained therein.

Exhibit A - Scope of Services

Exhibit B - Equal Employment Opportunity and Affirmative Action

Exhibit C - Budget and Rate of Compensation

(Nothing further on this page)

IN WITNESS WHEREOF the parties hereunto have signed this AGREEMENT on the date and year appearing opposite their respective signatures.

NEW YORK HOMELESS HOUSING AND ASSISTANCE CORPORATION

Date:

BY:

Name of Person Signing: Brett Hebner

Title of Person Signing: Vice-President

STATE OF NEW YORK)

) ss:

COUNTY OF ALBANY)

On this _____ day of _____, _____ before me, the undersigned, personally appeared Brett Hebner personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

Contractor:

Date:

By:

Name of Person Signing:

Title of Person Signing:

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

EXHIBIT A

SCOPE OF SERVICES

Audit Requirements

Each year of the contract the Contractor shall examine the financial statements of the HHAC for the year ended March 31. The Contractor's examination shall be made in accordance with generally accepted governmental auditing standards for financial and compliance audits (GAGAS). This will include such tests of the accounting records and other auditing procedures, as Contractor considers necessary in the circumstances for the purpose of expressing an opinion on such financial statements. The Contractor's examination shall include a review of the Corporation's internal controls and accounting procedures, and the Contractor will issue a report on internal controls as required by GAGAS. The Contractor shall also issue a letter to the Board Directors of HHAC which will contain observations regarding the fiscal status, organizational structure, financial procedures of the Corporation or any other recommendations which the Contractor believes are of value to the Corporation.

Contractor shall also perform those procedures required by Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York (2 NYCRR), as amended, with respect to the Corporation's investment practices and issue a report thereon. These procedures are designed to determine whether the Corporation has complied with the State Comptroller's Investment Guidelines for Public Authorities. Contractor shall also review and advise the Corporation of its compliance with relevant provisions of the New York State Public Authorities Accountability Act of 2005 (PAAA), as amended. Contractor shall also review and advise the Corporation of its compliance with applicable Governmental Accounting Standards Board (GASB) statements, including any known prospective compliance requirements.

The Contractor should implement the following GASB Statements (GASBS) for the State's March 31, 2013 financial statements:

GASBS No. 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans,
GASBS No. 60, Accounting and Financial Reporting for Service Concession Arrangements,
GASBS No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements,
GASBS No. 63, Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, and
GASBS No. 64, Derivative Instruments: Application of Hedge Accounting Termination Provisions - an amendment of GASB Statement No. 53.

The Contractor shall, in all respects, perform its work in accordance with all applicable statutes, regulations, and industry standards, including the Code of Professional Ethics. The relationship between parties shall be that of independent Contractor, and the Contractor or its employees shall not be considered for any purpose to be employees of the State of New York or the Corporation.

- Contractor shall issue a report on the Corporation's financial statements including Contractor's opinion thereon.
- Contractor shall issue a report on the Corporation's internal accounting controls as required by GAGAS and PAAA.
- Contractor shall issue a letter to the Corporation's Board of Directors which will contain observations which Contractor believes are of value to the Corporation.
- Contractor shall issue a separate report on the Corporation's investment practices as required by 2 NYCRR.

- Contractor shall provide a post-audit consultation session with appropriate staff of the Corporation, which session shall be conducted by December 31 of each contract year.

All of the above deliverables, with the exception of the post audit consultation, will be presented to the Corporation for its review in draft form no later than June 1st of the contract year, or sooner if within a reasonable time from the initiation of the audit. All of the above deliverables will be presented in final form to the Corporation by June 15th of each contract year.

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Contractor agrees to comply with all applicable federal and state nondiscrimination statutes including:

The Civil Rights Act of 1964, as amended; Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order. 11375, and as supplemented in Department of Labor Regulation 41 CFR Part 60; Executive Law of the State of New York, Sections 290-299 thereof, and any rules or regulations promulgated in accordance therewith; Section 504 of the Rehabilitation Act of 1973 and the Regulations issued pursuant thereto contained in 45 CFR Part 84 entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Reviewing or Benefiting from Federal Financial Assistance"; and the Americans with Disabilities Act (ADA) of 1990 and regulations issued by the Equal Employment Opportunity Commission which implement the employment provisions of the ADA, set forth at 42 CFR Section 12116.

In the event that the Contractor is found through an administrative or legal action, whether brought in conjunction with this contract or any other activity engaged in by the Contractor, to have violated any of the laws recited herein in relation to the Contractor's duty to ensure equal employment to protected class members, the Agency may, in its discretion, determine that the Contractor has breached this agreement.

The Contractor is required to demonstrate effective affirmative action and EEO efforts, and to ensure employment of protected class members. The contractor must possess and may upon request be required to submit to the Agency a copy of an Affirmative Action Plan, which is in full compliance with applicable requirement of Federal and State statutes.

(1) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, military status, genetic pre-disposition or carrier status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demolition transfer, layoff, or termination and rates of pay or other form of compensation.

(2) Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement to the contracting agency within the time frame established by that agency.

(3) The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, military status, genetic pre-disposition or carrier status.

(c) At the request of the contracting agency, the Contractor shall request each employment, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will

not discriminate on the basis of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, military status, genetic pre-disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(4) Except for construction contracts, prior to an award of a State contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency.

(5) After an award of a state contract, the Contractor shall submit to the contracting agency a work force utilization report, in a form and manner required by the agency, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency.

In the event that the Contractor is found through an administrative or legal action, whether brought in conjunction with this contract or any other activity engaged in by the Contractor, to have violated any of the laws recited herein in relation to the Contractor's duty to ensure equal employment to protected class members, the Department may, in its discretion, determine that the Contractor has breached this agreement.

Additionally, the Contractor and any of its subcontractors shall be bound by the applicable provisions of Article 15-A of the New York State Executive Law, including Section 316 thereof, and any rules or regulations adopted pursuant thereto. The Contractor also agrees that any goal percentages contained in this contract are subject to the requirements of Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto. For purposes of this contract the goals established for subcontracting with Minority and Women-Owned business enterprises are 5% and 7% respectively; the goals for the purchasing of services, equipment and/or commodities from Minority and Women-Owned business enterprises are 5% and 7% respectively; and the employment goal for the hiring of protected class persons is 7%.

The Contractor shall be required to submit reports as required by the Agency concerning the Contractor's compliance with the above provisions, relating to the procurement of services, equipment and or commodities, subcontracting, staffing plans and for achievement of employment goals. The Bureau of Equal Opportunity Development (EOD) shall determine the format of such reports of the Agency. The Contractor agrees to make available to EOD, upon request, the information and data used in compiling such reports.

It is the policy of the Agency to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement to the Agency for the provision of goods and services. The Agency may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.

EXHIBIT C

BUDGET AND RATE OF COMPENSATION

Fee for Annual Audit Fiscal Year Ending March 31, 2014 \$

Additional Years

Audit Fiscal Year Ending March 31, 2015 \$

Audit Fiscal Year Ending March 31, 2016 \$

Audit Fiscal Year Ending March 31, 2017 \$

Audit Fiscal Year Ending March 31, 2018 \$

5 Year Total Bid \$