

1. Contract Identification.

Department: Department of Information Technology

Subject: Cost Recovery

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **Cost Control Associates Inc.**

Capacity: Corporation

Address: 310 Bay Road, Queensbury, New York, 12804

3. Term. The effective date of this Contract is February 1, 2009. It terminates on January 31, 2013 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed \$ 200,000.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

9. Legal Authority. This Contract is entered into under and subject to the following legal authorities:

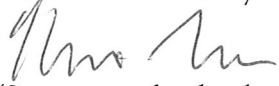

Government Code Section 31000

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS  By Chairman/Designee	ATTEST: Clerk of the Board of Supervisors  By Deputy
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CONTRACTOR

Name of business entity - <i>Cost Control Associates, Inc.</i> By  (Signature of individual or officer) <i>Keith Lauke, President</i> (Print name and title A, if applicable)	Name of business entity - <i>Cost Control Associates, Inc.</i> By  (Signature of individual or officer) <i>DAVE SADLOCHA, SENIOR VP/ SECRETARY</i> (Print name and title B, if applicable)
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Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED  
COUNTY COUNSEL

By: *[Signature]*  
Designee

By: *[Signature]*  
Deputy

APPROVED: COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
Designee

ACKNOWLEDGMENT

*New York*  
STATE OF CALIFORNIA )  
*Warren* ) ss.  
COUNTY OF ~~CONTRA COSTA~~ )

On *January 7<sup>th</sup> 2009*, before me, *Matthew R Ludemann*  
insert name and title of the officer, personally appeared *Keith Laake, President and Dave*  
*Sadlocha, VP & Secty* personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.  
*[Signature]*  
Signature

**Matthew R. Ludemann**  
Notary Public - State Of New York  
Reg. No. 02LU4829772  
Qualified In Warren County  
(Seal) Commission Exp. 11/30/09

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$        monthly, or
- b. \$        per unit, as defined in the Service Plan, or
- c. \$        after completion of all obligations and conditions herein.
- d. Other: Performance based contingency fee contract as specified in the service plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:         
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SERVICE PLAN

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

**Cost Recovery and Reduction Services – Telephones (Local, Long Distance and Internet Services; does not include Cellular Phone Service)**

Consultant shall perform the following:

- a. Data Collection
  - 1. Collect and sort bill data
  - 2. Prepare listings of telephone accounts
  - 3. Order customer service records from each local carrier
- b. Data Analysis
  - 1. Create listings of lines and circuits
  - 2. Analyze service and rates
  - 3. Review bills and identify incorrect charges, fees, billing errors, and overpayments
  - 4. Secure refunds on monies due from billing errors or incorrect rate structures
- c. Prepare Initial Report
  - 1. Provide written report detailing each audit finding along with schedules detailing the calculated savings
- d. Claims Preparation, Negotiation, and Collection
  - 1. Prepare claims with detailed documentation and submit to telephone carriers
  - 2. Monitor vendors' progress in approving and processing refund claims
  - 3. If needed, negotiate a compromised settlement subject to County's approval
- e. Status Reports
  - 1. Prepare status reports detailing additional findings and the progress of each item every two months
- f. Verification of Refunds and Savings
  - 1. Verify refunds by reference to checks or bill copies
  - 2. Verify savings that have been implemented by checking bills after implementation
- g. Final Report
  - 1. Prepare final report that recaps refunds and savings achieved. Final report to be delivered to the County within 12 months of the execution of this contract. No additional refunds or cost savings may be submitted to the County after the final report without the consent and agreement of the County.


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## Cost Recovery and Reduction Services – WATER (does not include Wastewater)

Consultant shall perform the following:

- h. Data Collection
  - 1. Collect and sort bill data
  - 2. Prepare listings of water accounts
- i. Data Analysis
  - 1. Analyze the County's consumption patterns for water usage
  - 2. Compare and analyze rate structures and tariffs for which the County qualifies to identify savings opportunities
  - 3. Review bills and identify incorrect charges, fees, billing errors, and overpayments
  - 4. Secure refunds on monies due from billing errors or incorrect rate structures
- j. Prepare Initial Report
  - 1. Provide written report detailing each audit finding along with schedules detailing the calculated savings
- k. Claims Preparation, Negotiation, and Collection
  - 1. Prepare claims with detailed documentation and submit to water providers
  - 2. Monitor vendors' progress in approving and processing refund claims
  - 3. If needed, negotiate a compromised settlement subject to County's approval
- l. Status Reports
  - 1. Prepare status reports detailing additional findings and the progress of each item every two months
- m. Verification of Refunds and Savings
  - 1. Verify refunds by reference to checks or bill copies
  - 2. Verify savings that have been implemented by checking bills after implementation
- n. Final Report
  - 1. Prepare final report that recaps refunds and savings achieved. This final report to be delivered to the County within 12 months of the execution of this contract. No additional refunds or cost savings may be submitted to the County after the final report without the consent and agreement of the County.

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County shall be responsible for the following:

County will provide:

- a. one month of telephone bills
- b. list of telephone lines
- c. copies of existing contracts with telecom providers
- d. one month of water bills
- e. other general information required to perform a comprehensive review and analysis

- I. This is a Performance-Based Contingency Fee contract
- II. Contra Costa County will pay fees to CCA according to the following schedule

Accumulated Refunds and Cost Savings	Fee Amount
First \$125,000	45%
Next \$125,000	42%
Next \$125,000	40%
Next \$125,000	38%



County's total payments under this contract shall not exceed \$200,000.

- III. The payment schedule will be applied to Findings in a cumulative manner, with the first fee bracket being entirely satisfied before moving to the next bracket.

Findings will consist of the following:

- a. Refunds obtained by CCA
- b. Verified cost savings, resulting from the implementation of any item recommended by CCA and approved for implementation by the County, for the first 36 months following the implementation.

- IV. If a single finding results in both refunds and cost savings, then the fee will be applied only to the refunds and no fees will be payable on the cost savings for that finding.
- V. Fees for refunds are billed after verification that the County has received refund checks or credits. Fees for cost savings are billed on a monthly basis based on cost savings realized in the previous month
- VI. Method of Payment – County shall pay Contractor within 30 days of receipt and approval of invoice by County representative


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**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. Any fees due CCA, as indicated in the Service Plan will continue to be payable, regardless of cancellation or expiration of this Agreement, for findings in process at the time of cancellation or expiration of this Agreement. Findings in process include refunds identified, but not yet collected; cost reductions implemented, but for which all fees have not yet been billed; and cost reductions identified by CCA, but not yet implemented in the event these cost reductions are approved for implementation by the County.
2. Within 30 days after receiving notice of contract termination, CCA will prepare a report detailing all potential refunds and cost savings. County can elect to have CCA continue to pursue refunds and cost savings identified in this report after the contract expiration or termination. If County does elect to have CCA continue to pursue refunds and cost savings, County will pay for CCA's services in accordance with the terms of this contract.
3. County is not currently working on pursuing refunds or implementing cost reduction items. If County becomes aware of a refund or cost reduction opportunity other than through CCA's efforts, which County elects to pursue on its own, County will endeavor to notify CCA in writing upon discovery of the item.
4. Paragraph 2 on Form P-1 (Payment Demands) is deleted in its entirety.
5. Payment Demands. Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by the County. Contractor shall submit demands for refunds received after verification by the County. Contractor shall submit demands for cost savings implemented and verified by the County on a monthly basis for 36 consecutive months based on the costs savings realized in the previous month.

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**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. **Compliance with Law.** Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor shall keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

- a. **Retention of Records.** Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

- b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds \$5,000.

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.
8. **Modifications and Amendments.**
- a. **General Amendments.** This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Administrative Amendments.** Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.
- b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. **Conflicts of Interest.** Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

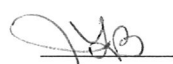
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with

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Initials:

  
Contractor

  
County Dept.



GENERAL CONDITIONS  
(Purchase of Services - Long Form)

the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

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Initials:

Contractor

County Dept.



GENERAL CONDITIONS  
(Purchase of Services - Long Form)

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. **Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

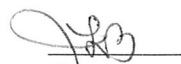
26. **Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any

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Initials:

  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

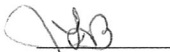
such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.

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Initials:

  
Contractor

  
County Dept.