

**DRAFT REVISIONS TO EXHIBIT C AUP  
TERMS AND CONDITIONS  
11/11/15**

**Revision No. 1, Exhibit C  
Terms and Conditions of Final Agreed-Upon Procedures Report  
Effective October 1, 2015**

**1. FINAL REPORT TERMS AND CONDITIONS**

Pursuant to section 9 of the body of the Agreement, «Customer Short Name» agrees to cooperate with a biennial review or inspection of its accounts and financial records concerning its participation in the Residential Exchange Program and this Agreement.

By February 28, 2012, and by every other February 28th thereafter, BPA will provide «Customer Short Name» with the following documents (or links to the following documents) for reference during the course of the CPA's Agreed-Upon Procedures review and «Customer Short Name» shall ensure that its CPA is provided following:

- (1) the Settlement Agreement;
- (2) «Customer Short Name»'s final ASCs as determined in the final ASC reports (Final ASC Reports) that cover the Base Period and the year after the Base Period (two reports) applicable to the Exchange Period subject to the then-current Agreed-Upon Procedures review;
- (3) «Customer Short Name»'s residential load worksheet mutually agreed to by BPA and «Customer Short Name» depicting the calculation of the Residential Load using the Qualifying Residential and Small Farm Load for the Base Period and the year after the Base Period with the applicable distribution load loss factor(s). The residential load worksheet is used to establish «Customer Short Name»'s Residential Load for the BPA power rate case that covers the Exchange Period subject to the then-current Agreed-Upon Procedures review. The distribution loss factors are established in ASC review processes and are published in «Customer Short Name»'s Final ASC Reports that cover the Base Period and the year after the Base Period. For purposes of Exhibit C and Exhibit D, the residential load worksheet shall be referred to as “«Customer Short Name»'s Residential Load Worksheet;”
- (4) the Power Rate Schedules and General Rate Schedule Provisions for the Exchange Period subject to the Agreed-Upon Procedures review; and
- (5) the Customer Load Eligibility Guidelines.

Prior to «Customer Short Name»'s CPA initiating each final Agreed-Upon Procedures review, «Customer Short Name» shall (1) obtain an engagement letter

between «Customer Short Name» and its CPA and (2) ensure the CPA provides BPA a letter of acknowledgement of such engagement. The engagement letter and letter of acknowledgement should provide the Parties a detailed statement of the work to be performed to meet the Agreed-Upon Procedures included in Exhibit D, the hours, and the fee for such work.

By each final Agreed-Upon Procedures report due date, «Customer Short Name» shall submit to BPA a copy of the final Agreed-Upon Procedures report completed by «Customer Short Name»'s CPA that complies with the Agreed-Upon Procedures in Exhibit D and encompasses the corresponding reporting period listed in the table below.

<b>Final Agreed-Upon Procedures Report Due Dates</b>	<b>Reporting Periods</b>
June 30, 2012	For FY 2010 & FY 2011
Every other June 30 <sup>th</sup> thereafter	For The previous two Fiscal Years

«Customer Short Name» shall be responsible for ensuring that:

- (1) each Agreed-Upon Procedures report provides all information requested by BPA in the Agreed-Upon Procedures included in Exhibit D; and
- (2) CPA is contractually obligated to conduct each Agreed-Upon Procedures review in accordance with the applicable auditing standards, *e.g.*, General, Field Work, and Reporting Standards for Attestation Engagements as contained in the Government Auditing Standards (the Yellow Book) by the Comptroller General of the United States of America; the Public Company Accounting Oversight Board (PCAOB) Statements of Standards for Attestation Engagements; or, the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements.

**2. BPA'S REIMBURSEMENT CAP AND REIMBURSEMENT OF INVOICED CPA FEES TO «CUSTOMER SHORT NAME»**

**2.1 BPA's Reimbursement Cap**

By February 28, 2012, and by every other February 28th thereafter, BPA shall provide «Customer Short Name» with a letter that includes the maximum amount BPA shall reimburse «Customer Short Name» for the upcoming final Agreed-Upon Procedures report. «Customer Short Name» shall obtain an engagement letter from its CPA for the final Agreed-Upon Procedures report as soon as practicable after receiving notice of its reimbursement cap from BPA. «Customer Short Name»'s reimbursement cap shall be determined solely by BPA and shall be based on BPA's overall reporting budget for all parties participating in the Residential Exchange Program. If the estimate in «Customer Short Name»'s CPA engagement letter exceeds «Customer Short Name»'s reimbursement cap and BPA determines an adjustment to the Agreed-Upon Procedures to be appropriate to ensure the CPA's review can be completed at or under the reimbursement

cap, then BPA shall promptly notify «Customer Short Name» and the Parties shall adjust «Customer Short Name»'s Agreed-Upon Procedures and revise Exhibit D accordingly.

**2.2 Reimbursement of Fees**

BPA shall reimburse «Customer Short Name» for its CPA fees for completing the Agreed-Upon Procedures pursuant to section 8.2 of the body of this Agreement.

**3. REVISIONS**

BPA may, upon not less than 10 business days' prior written notice to «Customer Short Name», unilaterally revise this exhibit to implement changes that BPA determines are reasonably necessary to allow it to conduct reviews of the accounts and financial records concerning BPA customers' participation in the Residential Exchange Program.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Short Name», with reasonable time for comment, prior to BPA's written notice of the revision.

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*