

**SAMPLE REVIEW/ATTESTATION ENGAGEMENT AGREEMENT  
QUASI-PUBLIC AGENCY**

(Date)

(Addressed to the governing  
board of the auditee)

Dear \_\_\_\_\_:

As certified public accountants licensed to practice in Louisiana, we are pleased that you have engaged our firm to review Any Quasi-Public Agency's financial statements as of and for the year ended June 30, 20X1, and to apply certain agreed-upon procedures relating to representations made by the management of the Agency. This letter will confirm our understanding of the terms and objectives of our engagement, and the nature and limitations of the services we will provide to the Agency.

We will perform a review/attestation engagement with respect to the basic financial statements of the Agency as of and for the year ended June 30, 20X1, as required by Louisiana Revised Statute 24:513.

**Our Objectives** The objective of our review engagement is to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

The objective of our attestation engagement is to apply the attached agreed-upon procedures to the representations contained in the Louisiana Attestation Questionnaire.

**Our Responsibilities** We will conduct our review engagement in accordance with *Statements on Standards for Accounting and Review Services* (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA).

We will conduct our agreed-upon procedures engagement in accordance with *Statements on Standards for Attestation Engagements* (SSAEs), issued by the AICPA, and applicable provisions of *Government Auditing Standards*, published by the United States Comptroller General.

We will also comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of the Agency's management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the Agency's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents, or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express an opinion regarding the financial statements.

The supplementary information accompanying the reviewed financial statements will be presented for purposes of additional analysis. The supplementary information will be compiled from information that is the representation of management, and will be subjected to the inquiry and analytical procedures applied in the review of the basic financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Agency, or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures that indicates that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding any wrongdoing within the Agency or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. Should we become aware of fraud or misappropriation

of funds we shall immediately notify, in writing, the Legislative Auditor and the appropriate law enforcement agency, including the local district attorney and sheriff.

We have no responsibility to identify and communicate deficiencies or material weakness in the Agency's internal control as part of this engagement.

**Your Responsibilities** The engagement to be performed is conducted on the basis that you acknowledge and understand that our responsibility is to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of financial statements
- b) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America
- c) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements
- d) The prevention and detection of fraud
- e) To ensure that the Agency complies with the laws and regulations applicable to its activities
- f) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement
- g) To provide us with (i) access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters; (ii) additional information that we may request from you for the purpose of the review engagement, and (iii) unrestricted access to persons within the Agency of whom we determine it necessary to make inquiries
- h) To provide us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review

The agency's management is also responsible for all management decisions and responsibilities, and for designating an individual with suitable skills, knowledge and experience to oversee any services we provide; evaluating the adequacy and results of the services performed, and accepting responsibility for such services.

**Our Report** We will issue a written report upon completion of our review of the Agency's financial statements. Our report will be addressed to the Agency's governing board. We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from accounting principles generally accepted in the United States of America; add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

The Agency agrees to include our accountant's review report in any document containing financial statements that indicate that we have performed a review engagement on such financial statements, and, prior to inclusion of the report, to ask our permission to do so.

Our report will have an other-matter paragraph that will describe the required supplementary information that is presented and/or omitted, as well as the supplementary information that is presented. The paragraph will state that the required supplementary information and supplementary information is the representation of the Agency's management, and will also inform the user that we reviewed all information presented, but do not express an opinion on the information presented.

We will also apply the agreed-upon procedures listed in the attached schedule, to the representations contained in the Louisiana Attestation Questionnaire, and will issue a report thereon, as required by Louisiana Revised Statute 24:513, as of and for the year ended June 30, 20X1.

The sufficiency of the agreed-upon procedures in the attached schedule is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule, either for the purpose for which this report has been requested, or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on them. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

Our report will be used by you and the Legislative Auditor but, in accordance with state law, the report will become a public record.

If, for any reason, we are unable to complete our review of your financial statements, we will not issue a report on such statements as a result of this engagement. If, for any reason, we are unable to complete the agreed-upon procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement. Should such situation arise, we will notify you and the Legislative Auditor.

The Agency's management has acknowledged to us its intent to complete the representations contained in the Louisiana Attestation Questionnaire, found in the Louisiana Governmental Audit Guide. The Agency's management is responsible for the representations contained in the Louisiana Attestation Questionnaire. Likewise, the Agency's management accepts responsibility for the Agency's compliance with the laws and regulations specified in the questionnaire and the effectiveness of the Agency's internal control over compliance with those laws and regulations.

***Due Professional Care*** A review/attestation may not meet the needs of all report users, who may require additional information and assurances on the financial statements, internal control, and compliance with laws and regulations. In accordance with *Government Auditing Standards*, you should consider whether additional testing of financial statement amounts and presentations, controls, and compliance are necessary to supplement the coverage of these areas and to meet the reasonable needs of report users. These additional needs are quite often met by:

- An audit of financial statements conducted in accordance with *Government Auditing Standards*,
- Supplemental (or agreed-upon) procedures, or
- An examination of compliance or internal control resulting in an opinion.

If during the performance of our engagement we become aware that a review/attestation will not satisfy the requirements of all report users, laws, and regulations, we will notify you as soon as this comes to our attention. We will then submit another engagement letter for your approval that complies with the applicable requirements, and will submit the engagement to the Legislative Auditor for approval. We will consider all standards that may apply, but in particular, we will be cognizant of:

- State of Louisiana's audit law.
- Audit requirements of *Government Auditing Standards*.
- *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Chapter I and Chapter II, parts 200, 215, 225 and 230) requirements when federal award expenditures equal or exceed \$750,000 for the fiscal year.
- Bond requirements, either to issue bonds or as a bond indenture provision.
- Other contractual requirements.

We are available to discuss the expanded needs of report users, the nature of the expanded examinations, and the degree to which these type examinations, or other examinations, will meet the needs of the Agency and its report users.

***Timing of Engagement*** It is our understanding that the accounting records will be available \_\_\_\_\_ . We anticipate that the engagement will commence no later than \_\_\_\_\_ and that the reports will be issued no later than \_\_\_\_\_ .

**Reporting Package** The reporting package will consist of:

- The independent accountant's review report prepared in accordance with SSARs;
- An attestation report on the performance of the agreed-upon procedures in the attachment, prepared in accordance with SSAEs, issued by the AICPA, and applicable provisions of *Government Auditing Standards* published by the United States Comptroller General;
- A schedule of per diem paid to board members, if applicable;
- The schedule of compensation, reimbursements, benefits and other payments to agency head, political subdivision head, or chief executive officer, as required by Louisiana Revised Statute 24:513 A. (3), enacted by Act 706 of the 2014 Legislative Session;
- Management's corrective action plan for any findings contained in the report, which the Agency's management will complete;
- A summary schedule of prior findings, which the Agency's management will complete;
- The signed Louisiana Attestation Questionnaire; and
- A data collection form, to be prepared by the Agency's management.

We will assist you in the preparation of the data collection form, management's corrective action plan, if applicable, and the summary schedule of prior year findings, if applicable.

**Recommendations** During the course of our engagement, it is possible that we may observe opportunities for economies of operation, for improved internal administrative and accounting controls, or we may observe variances with applicable laws and regulations or other matters that should be brought to your attention. Our comments and recommendations concerning such matters, if any, will be conveyed to you in written form.

**Prior Comments and Recommendations** Our engagement will include a review of any prior-year suggestions, recommendations, and/or comments included in the summary schedule of prior findings. As to any current-year recommendations, suggestions, and/or comments, we will afford you the opportunity to respond to such matters and include your response in management's corrective action plan.

**Engagement Completion** At the completion of our engagement, we will send the Agency \_\_\_ copies of our reports. In addition, we will send a copy of our reports to each board member, to the chief executive officer, and the chief fiscal officer. We will send the report, including the management letter, if applicable, and management's plan of corrective action, if applicable, to the Legislative Auditor. Either the accountant or the Agency shall send a copy of the report, any management letter, and management's corrective action plan, if applicable, to each federal grantor agency providing direct federal assistance and the federal cognizant agency, and to each state grantor agency and any state cognizant agency, if applicable.

If we find events subsequent to the issuance of our reports that would cause us to reissue the reports, we shall reissue the reports in the same fashion and to the same individuals and organizations as the original reports.

**Changes** The Legislative Auditor will be notified immediately in writing of the accountant's decision to withdraw from the engagement or if the engagement is cancelled, to include all substantive reasons for the withdrawal or cancellation.

The Legislative Auditor will be notified immediately, in writing, if there are any significant disagreements. The Legislative Auditor will be notified immediately, in writing, if there are any changes in this agreement or if there are any restrictions placed on our staff during the engagement, to include failure to provide the appropriate books and records in a timely manner or denial of access to appropriate books and records, that would impact the scope of the engagement or the nature of the tests required under the previously discussed standards.

**Compensation** Our fees for all services are related to our standard hourly rates in effect at the time services are performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our fee for this engagement,

which we estimate, will not exceed \$\_\_\_\_, including out-of-pocket expenses. This fee is based on the assumption that you will provide assistance, anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any amendments to the not-to-exceed amount of the fees will be in writing and signed by both our firm and the Agency. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

If a multi-year engagement is entered into, all outstanding invoices for work performed during any prior engagement will be paid in full before work commences on the current engagement.

**Engagement Documentation** It is understood that our engagement documentation is confidential information. However, we will make our engagement documentation available to the Legislative Auditor, any successor auditor, or any organization of the Louisiana Board of Certified Public Accountants authorized to perform quality assurance reviews. We will follow the Legislative Auditor's policy regarding confidentiality of audit/engagement documentation found at Section 350.02 of the *Louisiana Governmental Audit Guide* when giving access to engagement documentation to any parties other than those previously named individuals and organizations.

Should we become aware of any illegal acts, we shall make our engagement documentation available to the local agency attorney or any other state or federal enforcement or regulatory agency without liability. We will retain the engagement documentation for five years.

**Personnel** We have assigned Mr./Ms. \_\_\_\_\_ of our staff (address and phone number,) as the manager for the engagement, and he/she shall exercise overall control and management of our engagement. It is our understanding that you have assigned Mr. John Supervisor of your staff (address and phone number) as your representative during the engagement.

**External Quality Review** Enclosed is our last external quality review, dated (date).

**Other Services** You may request that we perform additional nonattest services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Under the provisions of *Government Auditing Standards*, our ability to provide nonattest services may result in an impairment of our independence, and therefore may be limited for the duration of this engagement and for the period covered by this engagement. We will consult those standards and the Louisiana Legislative Auditor to determine whether such an impairment exists, prior to the performance of any nonattest services.

**Approval** We appreciate the opportunity to be of service to you, and believe this letter accurately summarizes the significant terms of our engagement. If these comments and arrangements meet with your approval, please sign below and return the agreement to us.

In accordance with the provisions of state law, this engagement agreement must be approved by the Legislative Auditor prior to commencement of our work. Upon your signature and approval, we will seek approval of the Legislative Auditor of this engagement.

We look forward to a pleasant association and the opportunity to provide the services included in this engagement. If you have any questions, please let us know.

Respectfully,

Certified Public Accountants

By \_\_\_\_\_

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of (Any Parish Drainage Agency)

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT: AGREED-UPON PROCEDURES**

*Federal, State, and Local Awards*

1. Determine the amount of federal, state, and local award expenditures for the fiscal year, by grant and grant year.
2. For each federal, state, and local award:
  - Randomly select six disbursements from each award administered during the period under examination, provided that no more than 30 disbursements in total will be selected.
  - Trace the six disbursements to supporting documentation as to proper amount and payee.
  - Determine if the six disbursements were properly coded to the correct fund and general ledger account.
  - Determine whether the six disbursements received approval from proper authorities.
  - For federal awards, determine whether the disbursements comply with the applicable specific program compliance requirements summarized in the *Compliance Supplement* (or contained in the grant agreement, if the program is not included in the *Compliance Supplement*) and for state and local awards, determine whether the disbursements comply with the grant agreement, relating to:
    - Activities allowed or unallowed
    - Eligibility
    - Reporting
3. For the programs selected for testing in Item 2 that have been closed out during the period under review, compare the close-out report, when required, with the entity's financial records to determine whether the amounts agree.

*Open Meetings*

4. Examine evidence indicating that agendas for meetings recorded in the minute book were posted as an open meeting as required by R.S. 42:11 through 42:28 (the open meetings law).

**Note: Please refer to Attorney General Opinion No. 13-0043 and the guidance in the publication "Open Meeting FAQs," available on the Legislative Auditor's website at [https://app.la.state.la.us/llala.nsf/BAADB2991272084786257AB8006EE827/\\$FILE/Open%20Meetings%20Law%20FAQ.pdf](https://app.la.state.la.us/llala.nsf/BAADB2991272084786257AB8006EE827/$FILE/Open%20Meetings%20Law%20FAQ.pdf), to determine whether a non-profit agency is subject to the open meetings law.**

*Budget*

5. For all grants exceeding five thousand dollars, determine that each applicable federal, state, or local grantor agency/agencies was provided with a comprehensive budget of those grants that included the

purpose and duration, and for state grants included specific goals and objectives and measures of performance.

*Prior Comments and Recommendations*

6. Review any prior year suggestions, recommendations, and/or comments to determine the extent to which such matters have been resolved.