



**LOS ANGELES COUNTY
Community & Senior Services
Employment & Training Branch
DIRECTIVE**

NUMBER: D-E&T- 02 - 01 SUBJECT: Monitoring Reviews

DATE: 08/21/02

EFFECTIVE DATE: Immediately

PAGE 1 of 2

TO: ALL SERVICE PROVIDERS

As per the following three Sections of the Standard Terms and Conditions that accompanied your 2002-03 contract (see Exhibit B of your contract), all Service Providers are required to make all records, reports and documents readily available upon request by the County.

Standard Terms and Conditions

Compliance with Laws (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Los Angeles County Community and Senior Services Employment and Training branch program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. **The County reserves the right to review the Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable.** Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.

Audit Rights

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Los Angeles County Community and Senior Services Employment and Training branch program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this Section shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this contract.

Records (a) The Contractor shall make any and all Los Angeles County Community and Senior Services Employment and Training branch program-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this contract, as may reasonably be requested by the County, **available for inspection and audit by any federal, State, or County agency, upon request**, for three (3) years from the termination date of this contract. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

Accordingly, this Directive serves as notice to clarify the County Department of Community and Senior Services' (CSS) policy for monitoring visits. Effective immediately, fiscal and program monitoring visits will be conducted at least four (4) times a year. These monitoring visits and any other visits, as deemed necessary by CSS, will either be unannounced or scheduled in advance. Service providers are requested to ensure their full cooperation with County, Federal or State staff and make all contract records available, as describe above, upon request by said entity. Additionally, we request that service providers adhere to the dates assigned for scheduled visits so as to avoid any disruption of visits to over 600 contractors currently contracted with CSS.

If you have any questions, please contact Robert Brieff at (213) 738-4087.

JOSIE MARQUEZ, Director
Employment and Training