



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

September 7, 2021

COVID – 19

Commissioners Court
Harris County, Texas

RE: Public Health or Safety Exemption – Local Government Code § 262.024 (a)(2)

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached First Amendment to the Agreement for the following:

Description: Provide Technical Assistance and Testing Support to Harris County Federal Emergency Rental Assistance Program

Vendor: Guidehouse LLP

Amount: \$205,000 additional funds for the term 1/1/22 – 12/31/22
512,000 previously approved funds for the term 3/30/21 – 12/31/21
\$717,000

Reviewed by: Budget Management Harris County Purchasing

The First Amendment provides additional funds and extends the term to support the County with compliance monitoring and technical assistance for COVID-19. Purchase orders will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

MAM

Attachment

cc: Budget Management
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 14, 2021

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND
GUIDEHOUSE LLP**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the "County"), acting through its Office of Budget Management (the "Department") and Guidehouse LLP ("Contractor"). The County and the Contractor are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

On March 22, 2021, the County and the Contractor entered into a Master Agreement (the "Agreement") for COVID-19 technical assistance and compliance testing support services related to Harris County's Federal Emergency Rental Assistance Program (the "Services").

The Parties desire to amend the Agreement for the first time ("First Amendment") for the purpose of adding funds and updating the Statement of Work.

Terms

I.

This First Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

II.

The attached Statement of Work ("Additional Services") shall be added to the Agreement. The Additional Services include compliance monitoring and technical assistance for ERA2.

III.

The total amount appropriated for the Additional Services will be Two Hundred Five Thousand and No/100 Dollars (\$205,000.00).

An additional one year term is hereby added to the Agreement. The additional term will end on December 31, 2022.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

IV.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or any other terms and conditions, this First Amendment shall control.

V.

Execution. Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

GUIDEHOUSE LLP

HARRIS COUNTY

By: *M. Todd Hoffman*

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENELEE
COUNTY ATTORNEY

By: *T. Scott Petty*
T. Scott Petty
Assistant County Attorney
C.A. File 21GEN2510

Exhibit A
Statement of Work
(follows behind)

Statement of Work to Provide Testing Support to Harris County Federal Emergency Rental Assistance Program 2.0

This statement of work acts as an outline of project scope for services based on Guidehouse's understanding of the Coronavirus (COVID-19) support needs of Harris County related to the American Rescue Plan Act. It provides a general description of the engagement's project activities, deliverables, and fee schedule.

Scope Overview

1. Compliance Testing, Technical Assistance & Closeout Activities – Federal Emergency Rental Assistance Program 2.0

Compliance Testing: Tasks associated with testing the Emergency Rental Assistance Program 2.0 for compliance with Federal and State regulations, program rules, and guidelines as requested by the County including providing technical assistance, as needed.

Closeout Activities: Tasks associated with ensuring the administrator has met obligations according to the program agreement with the County, confirming that all outstanding testing findings have been appropriately addressed and completing final closeout paperwork as applicable.

1. Compliance Testing, Technical Assistance & Closeout Activities – Federal Emergency Rental Assistance Program 2.0 (ERAP2)

Scope: Guidehouse shall deploy a team of consultants to perform testing on the Federal Emergency Rental Assistance Program 2.0, which will be administered by a third party(s), for compliance with Federal and State regulations (according to Uniform Guidance, 2 CFR 200), as well as Program rules and guidelines.

Key Activities:

Compliance Testing & Technical Assistance:

- A. Conduct reviews of approximately 1% of program applicant files for compliance and completeness and review observations for corrective action for in-progress and closed applications.
- B. Review program governance structure, workflow and policies and procedures to determine if gaps exist.
- C. Create review procedures and checklists, as needed.
- D. Review duplication files and provide guidance to administrators on improving the reduction of duplication payments of applications.
- E. Schedule and facilitate regular results review meetings with administrators, the County, compliance testers, and the steering committee, as determined by the client.
- F. Assist the County, as required, on program design and identifying state and federal program requirements including understanding what additional legislation could impact the program.
- G. Provide technical assistance to the County regarding oversight activities related to the administration of the Federal Emergency Rental Assistance Program.

Closeout Activities:

- H. Perform regular risk assessment, mitigation, and status tracking to close-out any identified issues and risks.

Deliverables:

- Regular reporting detailing findings, risks, and progress
- File closeout review checklist

Excluded from Scope:

- Troubleshooting administrator problems that arise during the program, whether with the technical system, with payment distribution, or with program undersubscription.

- Monitoring activities of how the grant was spent by the rental assistance applicants, once received.

2. Payments and Fee Schedule

Federal Emergency Rental Assistance support will be provided by the Guidehouse team using the hourly rate schedule, below. Guidehouse will provide services on an hourly basis. Estimate of fees assumes a program size of approximately \$71.4M.

Estimate of not to exceed fees for Compliance Testing & Closeout Activities for the first payment (tranche 1) of ERAP2 Harris County receives covering the period through December 31, 2022: \$101,000

Estimate of not to exceed fees for Compliance Testing & Closeout Activities for the second payment of ERAP2 Harris County receives covering the period through December 31, 2027 or 3 months after Harris County distributes their remaining ERAP2 funds: \$104,000

Labor Category	Rate/hr
Subject Matter Specialist	\$391.00
Engagement Partner	\$310.00
Program Manager/Director	\$295.00
Project Manager	\$249.00
Associate III	\$200.00
Associate II	\$166.00
Associate I	\$148.00
Recovery Analyst III	\$120.00
Recovery Analyst II	\$85.00
Recovery Analyst I	\$65.00

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND
GUIDEHOUSE LLP**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Agreement between Harris County and Guidehouse LLP for technical assistance and compliance testing support services related to Harris County's Federal Emergency Rental Assistance Program; for the purpose of updating the Statement of Work; for an additional Two Hundred Five Thousand and No/100 Dollars (\$205,000.00) in appropriated funds; and to add a one year term; under the same terms and conditions specified in the Master Agreement and this First Amendment. The Master Agreement and First Amendment are incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.