17,357



14241 Dallas Parkway, Suite 1100 | Dallas, TX 75254-2961 972.702.8262 | Fax 972.702.0673 | bkd.com

#### **WORK ORDER A-2**

at : co o'clock \_\_\_\_\_N

MAR 22 2022

County Clerk Hunt County, Tex.

BECKY LANDRUM

March 18, 2022

Honorable Bobby Stovall, County Judge Hunt County, Texas 2507 Lee Street | Suite 1 Greenville, TX 75401

We appreciate your selection of **BKD**, LLP as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service**.

This order is placed under Federal Supply Schedule number 47QRAA19D009D according to GSA policy that authorizes state, local, territorial, and tribal governments, as authorized users for purchasing goods and services, when expending federal grant funds in response to Public Health Emergencies (PHEs) declared by the Secretary of Health and Human Services, under section 319 of the Public Health Services Act.

This Work Order (or "contract") is made pursuant to a Master Services Agreement (the "Agreement") dated September 30, 2021, by and between Hunt County, Texas ("Client" or "County") and **BKD**, LLP ("BKD"). This Work Order shall pertain to Work performed by BKD for Client.

In addition to the terms set forth in this Work Order, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

Schedule A – Third-Party Submission

## **Summary Scope of Services**

As described in the attached **Scope of Services**, our services will include the following:

- Phase 2 Grant Management and Compliance Services, which include:
  - Assessment of grant expenditures
  - Assistance with reporting requirements
  - o Ongoing assistance with guidance and program requirements
- Additional phases will be governed by subsequent Work Orders, if necessary



## **Engagement Fees**

Our professional fees for Phase 2 will be based on time expended at the following hourly rates through December 31, 2022.

Partner/Managing Director	\$400.00
Director	\$280.00
Senior Manager	\$230.00
Manager	\$220.00
Staff	\$170.00
Project Support	\$100.00

In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Please be aware that changes in guidance, rules or regulations, changes in master spending plan, changes in management decisions, etc., can result in the need to revisit work already performed. Any rework performed by BKD will be charged at our above hourly rates.

Assistance from Client personnel is expected to include:

- Responding to our inquiries
- · Pulling selected invoices and other documents from files
- · Helping to resolve any differences or exceptions noted
- · Clear decision making on the master spending plan

The above fees and related travel time and administrative fees will be billed and are due on the same terms as those in the Agreement. We will issue monthly progress billings during the course of our engagement.

#### **Contract Agreement**

The term of the Work provided under this Work Order shall commence on the date of this contract and shall expire on completion of the deliverables.

This Work Order serves as an addendum to the Agreement and serves to clarify BKD's understanding of the Work desired by Client, but does not modify any other rights, restrictions, or agreements contained in the Agreement.

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

BKD, LLP



Hunt County, Texas March 18, 2022 Page 3

Acknowledged and agreed to as it relates to the entire contract, including the Scope of Services, Schedule A, and the original Agreement, on behalf of Hunt County, Texas.

BY

Honorable Bobby Stovall, County Judge

DATE/

KN 1202002 WO A-2

## **Scope of Services**

The following apply for all services:

Additional Costs Related to COVID-19 Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended.

Limitations & Fraud No Financial Statement Services Our work does not include any services not specifically outlined in this Work Order.

This engagement is not intended to be an audit, review, compilation, or preparation of financial statements in accordance with standards issued by the American Institute of Certified Public Accountants. Accordingly, our firm name should not be associated with your internal financial statements.

Value-Added Services At your request, other value-added services can be provided and related fees will be separately quoted.

Third-Party Submissions This engagement will include the submission of documentation to one or more third parties as documented on **Schedule A** of this contract. We will not make submissions to any other third parties on your behalf unless we are separately engaged to do so. You acknowledge that subsequent submissions made by **BKD**, LLP related to the services described in this contract are covered under the terms of this contract and that by signing this contract you give permission for all such submissions. We will notify you when subsequent submissions are made on your behalf.

The timely submission of this information is your responsibility. In addition, you will review a draft(s) of the submission and agree that you are solely responsible for approving the final version prior to release. Any penalties or fines as a result of a late submission are your responsibility.

## **Grant Management and Compliance Services**

The scope of our procedures will focus on assisting management in the complying with the requirements of the American Rescue Plan Act funding awarded to Hunt County, Texas.

Our proposed scope of services may include, but not necessarily be limited to:

- Assessment of grant expenditures, including testing of activities allowed and allowable costs
  charged to the federal grant program and supporting documentation and purpose of grant
  expenditures to help management assess allowability under the grant agreement.
- Assistance with reporting requirements, including obtaining an understanding of the internal
  controls and processes for complying with the reporting requirements and providing suggestions
  for improvement, as appropriate, providing guidance, as necessary, and preparing workbooks that
  maintain the records for drawdown amounts submitted and reconciliations performed.
- Ongoing assistance with guidance and program requirements, including identifying relevant compliance requirements and developing specific procedures designed to assess the controls over grant compliance.

Our work will not include implementation, changes in guidance and work performed outside of this initial Work Order. Additional work will be addressed specifically under future Work Orders.

In connection with grant management and compliance services, we make no representation or warranty that our services will disclose all instances of noncompliance with grant or donor restrictions, noncompliance with federal, state, local, or other governmental regulations or noncompliance with Client's policies or procedures. Moreover, we cannot guarantee that you will not have these issues in the future.

You acknowledge that (i) because of the limits in any internal control structure, waste and/or abuse of expenditures may occur and not be detected, (ii) procedures could become inadequate in the future because of changes in conditions or deterioration in design or operation and (iii) two or more people may also circumvent controls, or management may override a system. The Work performed by BKD is not designed to prevent or discover all instances of waste or abuse, and you agree that we have no such responsibility.

Neither our services nor our reports or other deliverables shall in any way guarantee that Client will not have an instance of noncompliance even if all of our recommendations are implemented by you. While our services and reports/deliverables may contain findings, recommendations, and identify potential noncompliance issues, management is responsible for the overall compliance of Client's grants.

# Schedule A - Third-Party Submission

Please list below any third party that you authorize **BKD**, **LLP** to submit or share documentation related to this engagement, if any, including confidential or privileged information.

Eligibility compliance information	
Documentation to Be Submitted	Documentation to Be Submitted
Prospective software providers	
Name	Name
Firm Name	Firm Name
Relationship	Relationship
Address	Address
City, State, Zip	City, State, Zip
Phone Number	Phone Number
Documentation to Be Submitted	Documentation to Be Submitted
Name	Name
Firm Name	Firm Name
Relationship	Relationship
Address	Address
City, State, Zip	City, State, Zip
Phone Number	Phone Number
Date	
Client Initials	