

## FIRST AMENDMENT TO CONSULTING AND MANAGEMENT AGREEMENT

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is to that certain Agreement made and entered into on the 14<sup>th</sup> day of September, 2021, between **ERNST & YOUNG, LLP**, whose address is 210 E. College Avenue, Tallahassee, Florida 32301, in this Amendment referred to as “CONSULTANT,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY.”

### WITNESSETH:

**WHEREAS**, CONSULTANT and COUNTY entered into the above referenced Agreement on September 14, 2021, to provide an application portal based on customization of base technology in accordance with the COUNTY’s requirements, and necessary build and testing protocols and management services, as further specified in the Agreement and as it relates to American Rescue Plan Act (“ARPA”) funding received by the COUNTY for expenditure; and

**WHEREAS**, the parties desire to amend the Agreement in order to extend the term of the Agreement, revise the Scope of Services, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

**WHEREAS**, Section 22 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read as follows:

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and extends through July 31, 2023, with an option to extend to October 31, 2023 in accordance with

the pricing specified in Exhibit A, at the sole discretion of COUNTY (“Term”). Expiration of the term of this Agreement will have no effect upon any Purchase Order(s) issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under any Purchase Order(s) will remain in effect until completion of the work authorized by the respective Purchase Order.

2. Section 5 of the Agreement is amended to read as follows:

**Section 5. Compensation.** COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement in a fixed fee amount not-to-exceed TWO MILLION ONE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FORTY-THREE AND NO/100 DOLLARS (\$2,155,643.00). The CONSULTANT will be compensated in accordance with Exhibit A.

3. Exhibit A of the Agreement is deleted and replaced by the new Statement of Work and Pricing attached to this First Amendment as  Exhibit A.

4. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment for the purposes stated above.

ERNST & YOUNG, LLP

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
SAMUEL HUGHES, Florida Government &  
Public Sector Leader

Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

BP/lpk  
12/7/22

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Attachment:

Exhibit A – Statement of Work and Pricing

By: \_\_\_\_\_

A. BRYANT APPLGATE,  
Interim County Manager

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_\_, regular meeting.



# Exhibit A: Statement of Work and Pricing

## ERAP1 & ARPA Amendment 1



The better the question. The better the answer.  
The better the world works.

# Project Plan

## Background

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Seminole County requests assistance in disbursement of the individual and small business assistance funds that have been allocated to the County as part of the American Rescue Plan Act of 2021. These funds are being directly allocated from US Treasury to counties with >200K population, such as Seminole County, with the intent of assisting households and small businesses that are unable to pay rent, mortgage and/or utilities due to or during the COVID-19 pandemic.

Our approach supports the County's distribution of the Emergency Rental Assistance funding through the following:

- Licensing the EY Grants Accelerator Solution (EYGA) to help support and enable application submission, application review, approval, payment, and reporting.
- Providing resources to review applications for rental, mortgage, and utilities assistance
- Providing Call Center operations to assist the County in communications with the community

This Amendment (Amendment 1) provides for an extension of the EY Grants Accelerator Solution (EYGA) in a read-only mode for the duration later described.

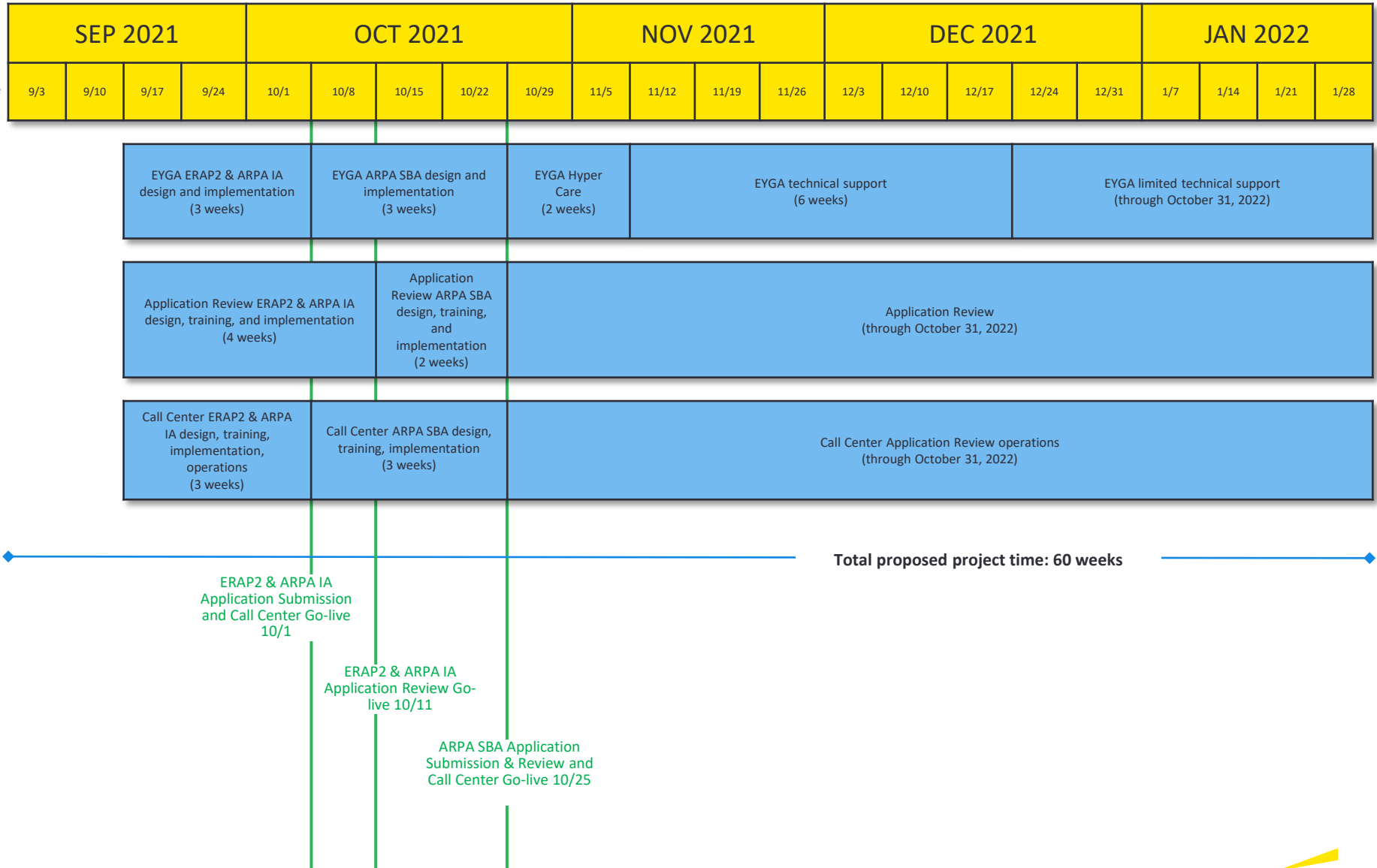
# Project Plan

## Technology

Phase and Timeline	Activities	Work Products
<b>EYGA portal access</b>  <b>January 1, 2023 – July 31, 2023</b>  <b>Optional Extension</b> <b>August 1, 2023 – October 31, 2023</b>	<ul style="list-style-type: none"> <li>• EYGA access will remain open for checking status through December 31, 2021</li> <li>• EYGA and case manager access will be updated to “read-only” access on January 1, 2023</li> </ul>	
<b>EYGA limited technical support</b>  <b>January 1, 2023 – July 31, 2023</b>  <b>Optional Extension</b> <b>August 1, 2023 – October 31, 2023</b>	<ul style="list-style-type: none"> <li>• System outage remediation</li> <li>• Licensing concerns</li> <li>• County system access</li> </ul>	

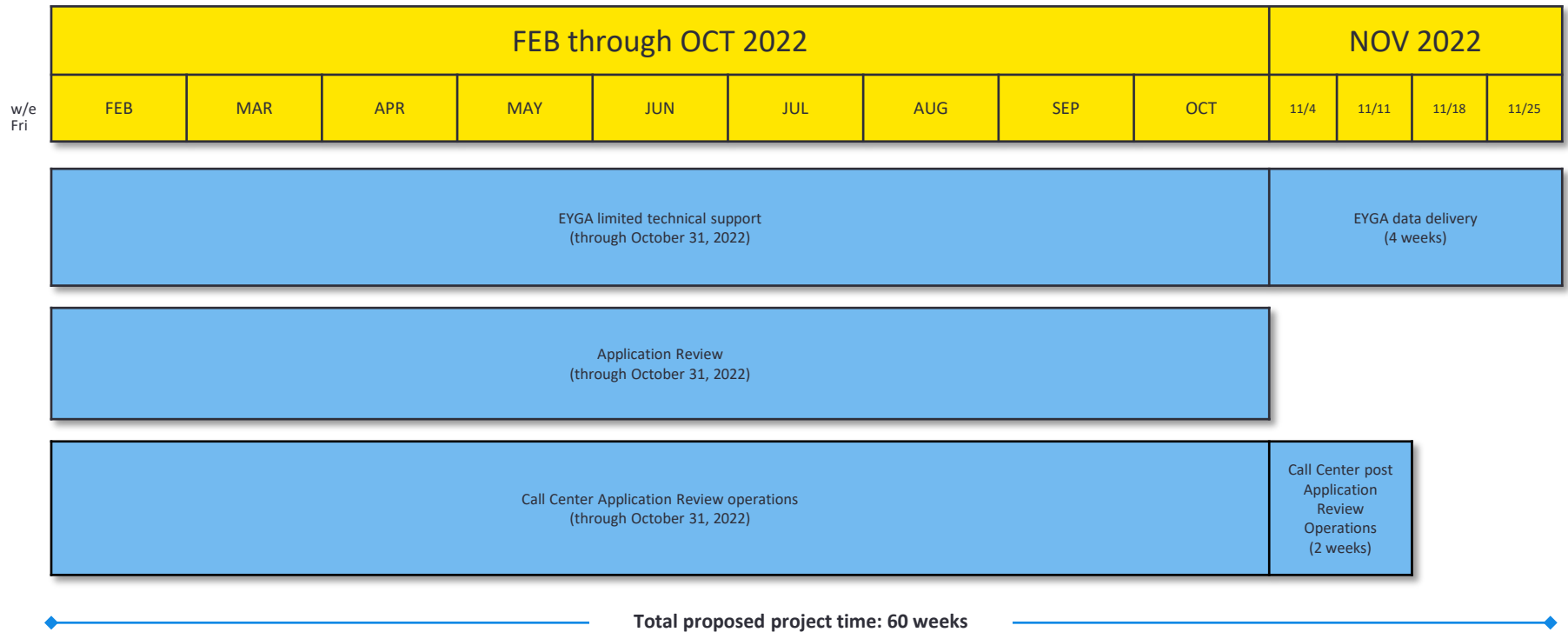
# Project Plan (SOW)

## Illustrative Timeline



# Project Plan (SOW)

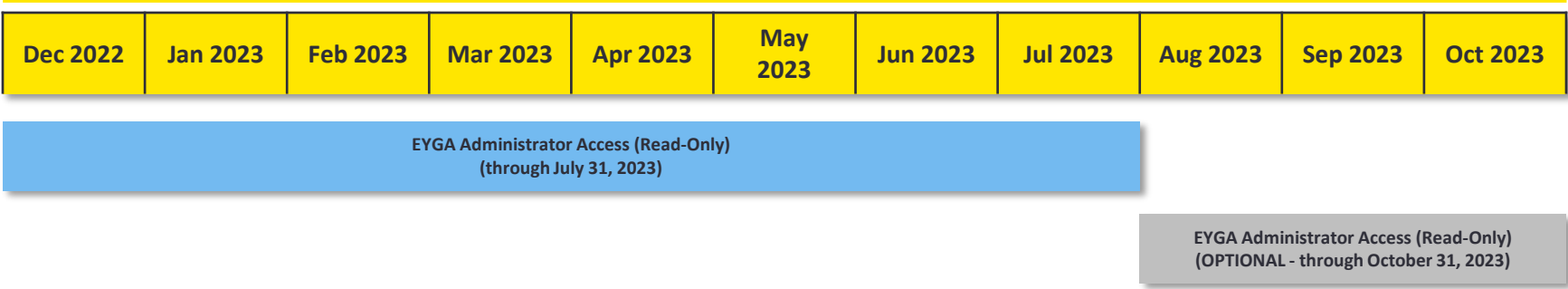
## Illustrative Timeline (cont.)





# Project Plan (Amendment 1)

## Illustrative Timeline (cont.)



A large yellow trapezoidal frame with a thick border. The top edge is slanted upwards from left to right. Inside the frame, the text 'Pricing, Scope, and Assumptions' is centered.

# Pricing, Scope, and Assumptions



The better the question. The better the answer.  
The better the world works.

# Pricing, Scope, and Assumptions

## Breakdown by workstreams

- ▶ The fees to deliver this project extension are \$9,000 through July 31, 2023. Total fees including the optional three-month extension are \$13,500 through October 31, 2023. This fee reflects our understanding of your requirements, leveraging our existing knowledge of this program and the County organization. Any adjustments in scope will be agreed by the County and EY.
- ▶ There will be no travel or other travel-related expenses (e.g. meals, mileage, etc.) for this engagement.
- ▶ A breakdown of workstreams costs are included in the table below. Cost estimators are included in the assumptions.

Workstream	Fees
Technology Licensing & Support (1 December 2022 – 31 July 2023)	\$12,000
Discount	(\$3,000)
<b>TOTAL</b>	<b>\$9,000</b>

Workstream	Fees
Technology Licensing & Support (1 August 2023 – 31 October 2023)	\$4,500
<b>TOTAL</b>	<b>\$4,500</b>

# Summary of fees to be charged through October 31, 2023

A. Workstream	B. Fees funded under Original SOW dated September 17, 2021	C. Fees for SOW Amendment 1	D. Optional Fees for SOW Amendment 1	E. Total fees funded for project (including option)
Project Management	\$144,043	\$0	\$0	\$144,043
Technology Development & Support	\$394,510	\$0	\$0	\$394,510
Technology Licensing	\$55,000	\$12,000	\$4,500	\$71,500
Application Review	\$1,238,090	\$0	\$0	\$1,238,090
Call Center	\$600,000	\$0	\$0	\$600,000
Discount	(\$285,000)	(\$3,000)	\$0	(\$288,000)
<b>Total</b>	<b>\$2,146,643</b>	<b>\$9,000</b>	<b>\$4,500</b>	<b>\$2,160,143</b>

# Pricing, Scope, and Assumptions

## Billing schedule for fixed fees (SOW)

- In accordance with paragraph 5 (“Compensation” and paragraph 6 (“Payment and Billing”), EY will bill a Fixed Fee for project management, application review, technology, and call center in accordance with the following schedule:

Coverage Period	Estimated Invoice Date	Fixed Fee
September 1 – September 30, 2021	October 14, 2021	\$143,110
October 1 – October 31, 2021	November 14, 2021	\$143,110
November 1 – November 30, 2021	December 14, 2021	\$143,110
December 1 – December 31, 2021	January 14, 2022	\$143,110
January 1 – January 31, 2022	February 14, 2022	\$143,110
February 1 – February 28, 2022	March 14, 2022	\$143,110
March 1 – March 31, 2022	April 14, 2022	\$143,110
April 1 – April 20, 2022	May 14, 2022	\$143,110
May 1 – May 31, 2022	June 14, 2022	\$143,109
June 1 – June 30, 2022	July 14, 2022	\$143,109
July 1 – July 31, 2022	August 14, 2022	\$143,109
August 1 – August 31, 2022	September 14, 2022	\$143,109
September 1 – September 30, 2022	October 14, 2022	\$143,109
October 1 – October 31, 2022	November 14, 2022	\$143,109
November 1 – November 30, 2022	December 14, 2022	\$143,109
<b>Total</b>		<b>\$2,146,643</b>

# Pricing, Scope, and Assumptions

## Billing schedule for fixed fees (Amendment 1)

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- In accordance with paragraph 5 (“Compensation” and paragraph 6 (“Payment and Billing”), EY will bill a Fixed Fee for project management, application review, technology, and call center in accordance with the following schedule:

Coverage Period	Estimated Invoice Date	Fixed Fee
December 1 – December 31, 2022	January 14, 2023	\$0
January 1 – January 31, 2023	February 14, 2023	\$0
February 1 – February 28, 2023	March 14, 2023	\$1,500
March 1 – March 31, 2023	April 14, 2023	\$1,500
April 1 – April 20, 2023	May 14, 2023	\$1,500
May 1 – May 31, 2023	June 14, 2023	\$1,500
June 1 – June 30, 2023	July 14, 2023	\$1,500
July 1 – July 31, 2023	August 14, 2023	\$1,500
August 1 – August 31, 2023	September 14, 2023	\$1,500
September 1 – September 30, 2023	October 14, 2023	\$1,500
October 1 – October 31, 2023	November 14, 2023	\$1,500
<b>Total</b>		<b>\$13,500</b>

# Pricing, Scope, and Assumptions

## Technology

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### 1. Volume:

- a. Technical costs include EYGA design, configuration, testing, hosting, technical support, Microsoft licensing pass-through costs based on anticipated number of users/applicants, and minor enhancements.
- b. EY's technology cost assumption is based on the County's estimate of 3,750 applications through October 31, 2022.
- c. 50,000 EYGA logins. If EYGA logins exceed 50,000, then there may be additional Microsoft costs and EY may request a change order if volume exceeds this estimate. EY will monitor the number of users/applicants into EYGA and request a change order of \$1,000/month for every 1 - 1,000 additional logins.
- d. 45 individuals from the County will require EYGA access. Access is transferrable. If the County needs additional user access accounts, then there may be additional Microsoft costs and EY may request a change order if volume exceeds this estimate. EY will monitor the number of users/applicants into EYGA and request a change order of \$250/month for every 1 - 10 additional users.
- e. Costs include 6 weeks of design and implementation, 2 weeks of hyper care, 6 weeks of technical support through December 21, 2021 and 45 weeks of limited technical support from December 24, 2021 through October 31, 2023.
- f. Technical support from December 24, 2021 to October 31, 2023 will address any system outages and licensing concerns. Additional requests (i.e. changes to portal banner, application, reviewer checklist, etc.) will be charged as Time & Material (T&M) at a rate of \$250/hour. For these requests, the technical support team will evaluate and provide an estimated turnaround time based on the nature of the issue and resource availability. Licensing costs will be calculated based on an estimated 50,000 EYGA logins as per the original agreement. These include both portal licensing and County system access.

# Pricing, Scope, and Assumptions

## Technology (cont.)

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2. **Intended use:** The County agrees to use EYGA as designed for the selected program. Changes to the application will be taken back to the product team for decisioning and may be subject to a change order to accommodate.
3. **Available language:** EYGA will be only available in English.
4. **Functionality:**
  - a. Business processes included in the EYGA tool implementation scope: applicant data collection; application review; application decision making; application status tracking & data update; conveyance of payment information to the County Clerk; and reporting. Additional business processes/functions may be included based on mutual decision by the County and EY, and subject to a change order/Amendment. Additional payment processes activities are not included in this estimation.
  - b. Enable the County to review/approve applications and leverage system information to pay and to document the payment status.
  - c. Estimates assume the current application for ERAP will be modified to support all housing assistance and the existing Small Business Assistance will be modified to support ARPA requirements. Estimate does not include the creation of new applications.
  - d. Functionality does not include i) development of an automatic interface or automatic integration between EYGA and any other systems or ii) ability to close/open the portal frequently (i.e. daily, weekly, etc.).
  - e. Beginning January 1, 2023, the Applicant Portal will be closed and the Administrator Portal will be set to read-only to allow for the review and reporting of applications and data only.



# Pricing, Scope, and Assumptions

## Technology (cont.)

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### 5. **Hosted environment and security framework:**

- a. EYGA will be hosted in EY's Microsoft Azure commercial environment, which utilizes Federal Information Security Management Act of 2002 ("FISMA") moderate security controls and is certified to protect personal identifiable information ("PII"). Any extraction of this protected data outside of EYGA by County is done at the risk of the County, including but not limited to:
  - i. Screen shots taken of the user interface
  - ii. Using the export to excel function to extract data from the user interface
  - iii. Use of screen readers to other electronic means to extract data from the user interface.
- b. The hosted environment for Services related to this Agreement will be the same as used for prior Services related to the Agreement dated July 29, 2020.
- c. User permissions for accessing raw transactional data in EYGA will be limited to individuals with a system administrator role.

### 6. **Reporting:** EY will provide reporting support for data in EYGA through standard capabilities native to the Microsoft tool. Reports designed include a compliance dashboard (for tracking against federal reporting requirements) and outcomes and analytics dashboard (for aggregating results across all programs), as well as a program status dashboard." Estimates include 80 hours of support for requirements, design and delivery of additional reporting required at the state level. This effort does not include integration with any state systems.

### 7. **Availability, back-up, and disaster recovery:** Environment is highly-available and provides native back-up/recovery capabilities, failover, load-balancing, 99.9% uptime, and other performance-enhancing services as contracted to EY by Microsoft. The County's use and limitations of EYGA shall follow the EY contract with Microsoft.

# Pricing, Scope, and Assumptions

## Technology (cont.)

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8. **Available platforms and operating systems:** EYGA will be designed responsively to work on desktop and mobile devices with the latest operating system versions and patches and support all modern browsers (any with Webkit capability).
9. **No external users during design and implementation:** During EYGA design and implementation, EYGA will have no external (applicant) users prior to the pre-registration process.
10. **Technical support:** Technical support for EYGA is reserved for system issues pertaining to logins, system errors or bugs. Support will not cover use of the system, enhancements, or resolving issue pertaining to system misuse.
11. **Final data transfer and destruction:** Upon completion of the period of performance, EY will provide all data from EYGA to the County within 30 days of close of EYGA. EY will destroy the data in its own environment according to protocols set forth in the Agreement with the County.
12. **Other:**
  - a) EY is not responsible for storage considerations in the County's environment.
  - b) Application data will move uni-directionally from EYGA to County system/s.

# Pricing, Scope, and Assumptions

## Application Review

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1. **Volume:** EY's assumption is based on the County's estimate of 3,750 applications through October 31, 2022. EY estimates that it will take EY approximately 2.0 hours to review each application ("processing time").
  - a. EY will monitor the rate of applications submitted on a weekly basis and inform the County if the estimated application rate of 100 applications per week increases. In this case, EY and County may agree upon additional reviews to be conducted by EY. Additional submitted application volumes above the amounts specific in the program assumptions can be processed through a change order under the same workflow logic at \$110,000 for every 500 applications.
  - b. If actual processing times are more than 2.5 hours/application (i.e. 2.0 hours/application + 25% buffer),
    - i. A change order may be required for additional labor hours billed at the rates as detailed in the pricing section of this Exhibit, and/or
    - ii. The County and EY may make adjustments within the existing scope and/or process by reorganizing time and effort to improve processing times to within 2.0 hours/application.
  - c. EY will not review any new applications submitted after September 30, 2022. The County will have the ability to perform application review in EYGA portal until October 31, 2022.
2. **Scope:**
  - a. EY will design, advise, and consult on application review process and obtain County sign-off.
  - b. EY will develop an application review checklist and decision matrix and obtain County sign-off.
  - c. EY will conduct EYGA training sessions and provide work instructions for County personnel who will be accessing EYGA.
  - d. EY will review up 3,750 applications submitted to EYGA through October 31, 2022 against the checklist and decision matrix .
  - e. EY will send initial follow-up to an applicant if the applicant does not submit all required documentation with the initial submission (as defined by the County). EY follow-up and interact with applicants, as-needed, to obtain missing information and/or documentation (limited to 2 attempts then either deny or send to County). EY will review and provide the County with a disposition of these applications completeness.
  - f. EY will conduct daily or as-needed meetings with the County to discuss status of application review, address issues, and update/enhance application review process as-needed.

# Pricing, Scope, and Assumptions

## Application Review (cont.)

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### 3. **Final decision on applications and disbursement:**

- a. EY and EYGA does not render a decision on an application.
- b. Final application approval or denial is at the sole discretion of the County based upon information provided and interpretation of federal and state guidance.
- c. Physical disbursement of funds will be executed by the County using existing County A/P systems and is not part of EYGA capability scope.

### 4. **Reporting:** EY will report Application Review statistics/progress on a daily and weekly basis.

### 5. **Intended use:** EYGA is an application entry and workflow tool to help support claims processing.

### 6. **Other:**

- a. The County will provide appropriate resources each day or as-needed for Q&A, knowledge sharing, and issue resolution.
- b. Additional documentation requirements not provided within EYGA will need to be managed solely by the County.

# Pricing, Scope, and Assumptions

## Call Center

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1. **Volume:** The estimated Call Center volume for the project is 3,000 Call Center hours in addition to unused hours from prior program. This will be billed monthly based on actual hours consumed. As part of the weekly call stat reporting, EY will notify Seminole County when 500 call center hours are remaining, in order to determine appropriate next steps (include but not limited to capping daily hour usage, approval of additional hours at the \$225 rate per hour, and/or terminating call center support).
2. **Quality control:** All Call Center calls will be recorded.
3. **Available languages:** Call Center support will only be available in English and Spanish.
4. **Hours of operation:**
  - a. Call Center hours of operation: 9 am – 6 pm EST Monday – Friday.
  - b. Call Center will be closed on September 3, 2021, and September 6, 2021, in observance of Labor Day, November 25, 2021, and November 26, 2021, in observance of Thanksgiving, December 24, 2021, in observance of Christmas, December 31, 2021, in observance of New Year's Eve, January 17, 2022, in observance of Martin Luther King Jr. Day, May 27, 2022, and May 30, 2022, in observance of Memorial Day July 4th, 2022, and July 5th, 2022, in observance of the Independence Day and September 2, 2022, and September 5, 2022 in observance of Labor Day.
5. **Reporting:** EY will report Call Center statistics on a weekly basis.