

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO    §

**FIRST AMENDMENT TO CONTRACT  
#C-14-088-02-11**

This **AMENDMENT** to the **CONTRACT** is made this **13<sup>th</sup> day of October of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **KEVIN NOLTING, DBA, NOLTING CONSULTING LLC.** (the "CONSULTANT").

**WHEREAS**, County and Consultant entered into a Contract on February 11, 2014 (the "CONTRACT") in which the Consultant agreed to assist and support Hidalgo County with its Anchor Duties as described in the Contract; and

**WHEREAS**, the County now requires amendment of scope of services and monthly fees as described in the Contract; and

**WHEREAS**, the parties have now determined to amend the Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions of this First Amendment to Service Contract, both parties hereby agree to the following amendment to the Contract.

1. Engagement & Scope of Services and Expenses as described in the Contract is hereby deleted and replaced as attached hereof by Amended Engagement & Scope of Services and Amended Expenses is substituted in lieu thereof;
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Consultant ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

CONSULTANT:

\_\_\_\_\_  
Kevin Nolting, dba Nolting Consulting Services

APPROVED AS TO FORM:  
Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

## **AMENDED SCOPE OF SERVICES**

Scope of Work to support Anchor:

1. Assist Anchor with interactions with HHSC by assisting in responding to CMS on RHP 5 questions and issues.
2. Coordinate, screen, and assist in obtaining answers from HHSC on issues that arise relating to RHP 5.
3. Provide policy updates to Anchor and Regional stakeholders as directed as protocols and new interpretations are made by HHSC and/or CMS.
4. Other Anchor Support functions mutually agreed.

## **AMENDED EXPENSES**

RHP 5 shall pay Consultant a **monthly fee** of **\$2,500.00** (TWO THOUSAND FIVE HUNDRED DOLLARS) effective September 1, 2015. Consultant shall submit a monthly detailed invoice to RHP 5 for providing the services and obtaining the monthly fee. RHP 5 will pay Consultant no later than thirty (30) days of receipt of invoice. RHP 5 shall reimburse Consultant for all authorized travel and for other reasonable out-of pocket expenses incurred as a result of specifically requested services pursuant to the Contract.



Affidavit & Indemnity Agreement

Date: 5-12-14

Affiant: Kevin Nolting Consulting

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Kevin Nolting is a sole proprietor doing business as Kevin Nolting Consulting with Hidalgo County. Affiant will provide service for all of Hidalgo County

Affiant further, states that he has no employees and does not anticipate employing any . In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

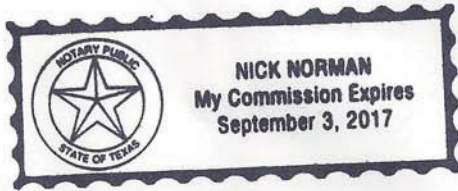
Kevin Nolting

Printed Name of Affiant: Kevin Nolting

SWORN AND SUBSCRIBED TO under oath before me on May 12, 2014

Nick Norman

Notary Public, State of Texas



Zimbra

evangelina.garcia@co.hidalgo.tx.us

**Legal Review - Amendment to Consulting Services**

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>

**Wed, Oct 07, 2015 03:55 PM**

**Subject :** Legal Review - Amendment to Consulting Services

 1 attachment

**To :** 'Evangeline Garcia' <evangelina.garcia@co.hidalgo.tx.us>

**Cc :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>

**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised amendment. Subject to the proposed revisions, our office approves as to the form of the amendment.

Please let me know if you have any other questions.

Respectfully,

**Victor M. Garza**  
Assistant District Attorney  
Civil Division  
Office of the Criminal District Attorney  
Hidalgo County, Texas  
100 N. Clossner RM 303  
Edinburg, Texas 78539  
(956) 292-7609 EXT. 8185  
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