

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**CONTRACT FOR CONSULTING SERVICES**

**C-16-251-06-14**

THIS AGREEMENT is made on the day **14<sup>TH</sup> day of June, 2016** by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and **Linda K. Wertz dba The Wertz Group, LLC** (“Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

**W I T N E S S E T H:**

**WHEREAS**, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

**WHEREAS**, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court.

**NOW, THEREFORE**, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the consulting services required by Hidalgo County in connection with **researching, developing, and drafting of an RFP to provide the “Hidalgo County residents of facts of the operation of a possible Health Care District” (the “Service”). Pursuant to Article 262.024 Texas Local Government Code, the County has requested an exemption for professional services for the term herein stated. These services include, but are not limited to, to, the items listed on Exhibit “A”, which attached and made part of this Contract.**

**2.** Consultant will report any problems or recommended changes in the **drafting of the**

**RFP to provide “Hidalgo County residents of facts of the operation of a possible Health Care District” ”. The consultant or his/her firm shall not participate in the RFP Process for which consultant is drafting.**

3. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Attachment “B-Proposal Page”, which is attached to and made a part of this Contract.

**4. The term of this Contract will be effective upon approval of award and issuance of a Purchase Order (PO) with the written deliverable (RFP- Creation of a Healthcare District” to be submitted on or before fourteen (14) calendars days from date of PO at the sole discretion of Hidalgo County, this engagement may be extended for an additional work week if it’s in the County’s best interest to do so with same rates, terms and conditions.**

5. As a condition of this Contract, Consultant shall hold and maintain throughout the term of this Contract all Certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

**6. As consideration for services of Consultant described herein, County agrees to pay Consultant the sum of a minimum of five (5) hours at three-hundred dollars (\$300.00) per hours for “Professional Consultant Services for the drafting of an RFP to provide the “Hidalgo County residents of facts of the operation of a possible Health Care District” payable against written invoice submitted by Consultant.**

7. County and Consultant agree that Hidalgo County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Consultant agrees to provide professional liability insurance covering its activities in providing the service for County and **Services shall not be performed on**

**premises of any County facility.**

**9. Except as otherwise herein provided, Consultant may not assign the obligations or rights under this contract to any person without the prior written consent of County.**

10. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:           The County of Hidalgo  
                                  Attn: County Judge  
                                  100 E. Cano St., 2<sup>nd</sup> Floor  
                                  Edinburg, Texas 78539

If to Consultant:       **Linda K. Wertz**  
                                  **DBA/The Wertz Group, LLC**

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Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time at it is deposited in the United States mail.

11. Conflict with Applicable Law. Nothing in this Consultant shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or

provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

12. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

14. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

15. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

16. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

17. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

18. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

19. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

20. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

21. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

22. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of

County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

23. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED and effective as of the \_\_\_\_\_ day and \_\_\_\_\_, 2016 first written above.

COUNTY OF HIDALGO, TEXAS

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

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

CONSULTANT:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: \_\_\_\_\_

## **EXHIBIT “A”**

### **“SCOPE OF SERVICES”**

1. Research background information on Hidalgo County Indigent Healthcare Program;
2. Research legislation that authorized the creation of a health care district, and interface between the medical school and the County;
3. Draft an RFP scope of work that allows consultants to bid on tasks that include comparison of the County Indigent Program and creation of a health care district;
4. Identify the pros and cons of a health care district, and identify the potential advantages of maintaining the current structure to serve the indigent population;
5. These tasks will include interviews with key stakeholders, analysis of existing 1-2 health care districts and identification of the advantages or disadvantages of this model;
6. Prepare final analyses and recommendations for the County Commissioners on the next steps.

# Linda K. Wertz

Ms. Wertz has over thirty years experience in the Medicaid program. Ms. Wertz served as State Medicaid Director and the Deputy Commissioner for Medicaid and the Children's Health Insurance Program (CHIP) from February 1996 to October 2002. She retired from state government and established a woman-owned health care consulting business focusing on government programs, Medicaid, Medicare and CHIP. Her areas of expertise include Medicaid program subject matter expertise, solution management, and technical consulting. She has demonstrated success in working with both government and the private sector to improve performance and efficiencies in the areas of health and human services including Medicaid operations and administration, policy development, contract management, fiscal agent management, federal, state, and local government relationships, program integrity, and business development. In October 2010 Ms. Wertz joined the national health care consulting organization, Health Management Associates, and led the Austin office for business development and consulting opportunities for publicly sponsored health insurance programs. In March 2016 Ms. Wertz re-established her health care consulting business.

## Professional Experience

**Business Consultant/President, The Wertz Group, LLC, 2016 – present.** Ms. Wertz is responsible for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state, or local level.

**Managing Principal, Health Management Associates, 2010-2016.** Ms. Wertz had responsibility for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state or local level.

**Business Consultant/President, The Wertz Group, LLC, 2003 – 2010.** Ms. Wertz had responsibility for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state, or local level. The Wertz Group, LLC, is a Texas HUB certified woman-owned business.

**State Medicaid Director and Deputy Commissioner for Medicaid and CHIP, Texas Health and Human Services Commission, 1996-2002.** Ms. Wertz had responsibility for the Texas Medicaid Program, a \$13 billion health care program serving approximately 2.4 million low income families, elderly, and disabled persons. The CHIP Program served approximately 525,000 Texas children with a budget of \$1.6 billion. Responsibilities included supervision of 200 staff; oversight and administration of the Medicaid services delegated to five operating agencies; day to day program administration for the Medicaid acute care services; supervision of 13 Medicaid and CHIP health plans serving 1.2 million clients; procurement activities; contract management; customer services; coordination

with Governor's Office and state legislative offices; and liaison with the federal government agencies as well as the general public.

**Bureau Chief Managed Care Bureau, Texas Department of Health, 1993-1996.** Ms. Wertz had responsibility for implementation of the first Medicaid managed care pilots in the state, oversight, strategic development, and monitoring of Medicaid managed care. Responsibilities included daily interaction with the health plans regarding policy development, contract management, proposal development and evaluation, and interface with the fiscal agent claims administrator.

**Manager Purchased Health Services, Texas Department of Human Services, 1987 – 1993.** Ms. Wertz had responsibility for the Texas Medicaid acute care insurance contract and other Medicaid services such as preventive health services, EPSDT, family planning, medical transportation, and client customer services. Ms. Wertz' responsibilities included program policy development, contract management, provider relations, client relationships, and proposal development and evaluation.

**Administrator, Policy & Procedures Unit, Texas Department of Human Services, 1983-1987.** Ms. Wertz was responsible for policy development and procedural guidelines for the Medicaid acute care insurance program and managed client customer services.

**Executive assistant to the Deputy Commissioner for Health Care Services and Assistant Commissioner for Purchased Health Services, Texas Department of Human Services, 1980-1983.** Ms. Wertz provided executive and administrative support to two senior level officials. Ms. Wertz' responsibilities included serving as a member on the Personnel Committee; building management; supervision of secretarial support staff; conducted regional and state office training on the Medicaid program; and participated in the procurement activities of the insurance contract.

**Executive assistant to the Deputy Commissioner for Management and Chief of Fiscal Division, Texas Department of Human Services, 1971-1980.** Ms. Wertz provided executive and administrative support to senior level officials, including budget preparation and fiscal operations, management of daily activities for senior level officials, and responding to inquiries, as appropriate. Ms. Wertz participated in two major projects involving the procurement of the Medicaid insurance contract and a Governor appointed task force to identify improvements in the administration of the Medicaid program.

## **Education**

- Bachelor of Business Administration - Management, The University of Texas at Austin, December 1993.

## **Public Service**

- Chair, National Association of State Medicaid Directors, 1999-2002; Vice-Chair – 1997-1999.
- Member, National Academy of State Health Policy, 1999-2002.
- Co-Chair, Center for Health Care Strategies – 1999-2002.
- Board Member, National Quality Forum – 2000-2002.
- Family Council Chair, Cottonwood Creek Nursing and Rehabilitation Center, 2015-2016.

**EXHIBIT “B”  
FEE SCHEDULE**

**A MINIMUM OF FIVE (5) HOURS @ THREE-HUNDRED DOLLARS  
(\$300.00) PER HOUR**

**EXHIBIT “C”  
INSURANCE DOCUMENTATION**