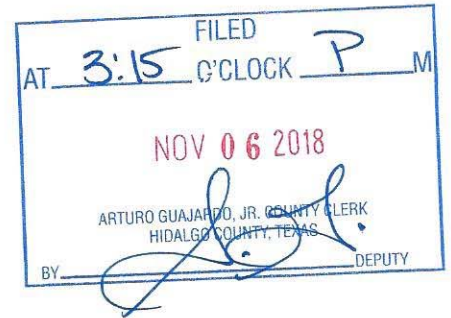


STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§



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

This **AMENDMENT** to the **CONTRACT** is made this 23rd day of October, **2018** 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 an amendment to extend the "term" of the Contract in connection with The 1115 Waiver, which funds Uncompensated Care and the Delivery System Reform Incentive Payment Program (DSRIP), as it has been extended an additional 2 years 9 months under an agreement between the COUNTY health agency and CMS. The agreement will now take the program through September 30, 2022.

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 Second Amendment to the Service Contract, both parties hereby agree to the following amendment to the Contract.

1. **The term:** to extend the period of service with date to expire on September 30, 2020, and providing the County with two additional one year options to renew;
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.

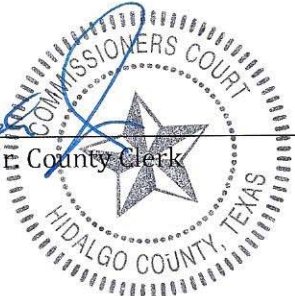
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr.
Hon. Arturo Guajardo, Jr. County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 10/30/18 ml

CONSULTANT:

By: Kevin Nolting
Kevin Nolting, dba Nolting Consulting Services

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Josephine Ramirez
Hon. Josephine Ramirez, Assistant District Attorney

SPECIAL MEETING - October 30, 2018

BE IT REMEMBERED, that on this 30th day of October A.D., 2018, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 30, 2018
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

Judge Garcia called the meeting to order at 9:48 a.m.

All members of the court were present during the meeting.

2. Pledge of Allegiance

The entire court recited the Pledge of Allegiance.

3. Prayer

Opening prayer offered by Julia Sullivan.

A moment of silence was observed by the court in honor of the victims of the Pittsburgh synagogue shooting.

The court offered a moment of silence honoring the life of Fabian Ramirez former county employee.

4. Approval of Consent Agenda

The court moved to approve the consent agenda with the exception of Items.5.A., 8.B. & 10.A.1. & 2. to be pulled for further discussion.

5. County Judge's Office:

- A. AI-67406** Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.

Michael Leo reported that the upcoming United Way of South Texas kickoff starting starts on January. The organization will begin visiting county departments within the next few weeks.

Leo acknowledged Commissioners Cantu and Fuentes for their precincts contribution.

4. **AI-67203** Pct 1 (1303):
- a. Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 from sale of machinery and equipment.
 - b. Approval of 2018 appropriation in the amount of \$94,643.52 to fund anticipated Pct 1 expenditures.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval on A and B.

Vote: 5 - 0 - Unanimously

17.

Purchasing Department - Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-67396** A. Requesting exemption from competitive bidding requirement, under TxLGC 262.024(a)(4) a professional services;

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Acceptance and approval of a Letter of Engagement with the Caso Law Firm, PLLC in connection with legal matters subject to legal review and compliance with all HC requirement submittals;

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

2. **AI-67315** A. Requesting exemption under Tx LGC §262.024 (a)(9)(c), ...'by a state agency of this state',,,;

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Requesting approval to purchase from DataSpec., Inc. ,dba, VetraSpec, [procured and awarded by the Texas Veterans Commission through TVC Contract No. 18-0000262] as long as the TVC continues the renewals awarded including the service, through Req. #00381575, to

- 3. **AI-67235** A. Acceptance and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and the City of Elsa for certain improvements to Mile 6 (Mile 11-SH107);

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement in it's desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

D.

Health & Human Services Dept.

- 1. **AI-67147**

Acceptance and approval of Fourth Amendment to current Contract #C-14-088-02-11 for the provision of professional consulting services in connection with the "Medicaid 1115 Waiver Texas Health Transformation and Quality Improvement Program" with Kevin Nolting, dba, Nolting Consulting Services due to the State of Texas' extension of the 1115 Waiver Program through 2020 [and as permitted under the terms of the agreement].

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E.

Budget & Management

- 1. **AI-67312**

Approval and acceptance of the negotiated agreement between Hidalgo County and AMI Risk Consultants, Inc. (ranked by HCCC on 10-09-18 at #66857) including the Best and Final Offer (BAFO) for RFP No. 2018-158-08-08-YSS Workers' Compensation Loss and Funding Projections Actuarial Study.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

APPROVED

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 30th day of October, 2018

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 30, 2018.

Signed this 30th day of OCTOBER 2018

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

October 30, 2018

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 30th day of October, 2018

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 30, 2018.

Signed this 30th day of OCTOBER 2018

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kevin Nolting Consulting, LLC
 Jonestown, TX United States

Certificate Number:
 2018-415077

Date Filed:
 10/16/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-14-088-02-11
 Financial Consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is KEVIN NOLTING, and my date of birth is _____.

My address is 8503 TIP TOP DRIVE, JONESTOWN, TX, 78045, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS, on the 17 day of OCTOBER, 2018.
(month) (year)

Kevin Nolting

Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2018-415077

Date Filed:
 10/16/2018

Date Acknowledged:
 10/17/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kevin Nolting Consulting, LLC
 Jonestown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-14-088-02-11
 Financial Consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AT	4:00	FILED	P	M
O'CLOCK				
JAN 11 2017				
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS				
BY	NAC			DEPUTY

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

This AMENDMENT to the CONTRACT is made this 12th day of December, 2017 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 an amendment to extend the "term" of the Contract in connection with The 1115 Waiver, which funds Uncompensated Care and the Delivery System Reform Incentive Payment Program (DSRIP), as it has been extended an additional 15 months under an agreement between the COUNTY health agency and CMS. The agreement will now take the program through December 31, 2018.

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 Second Amendment to the Service Contract, both parties hereby agree to the following amendment to the Contract.

1. **The term:** to extend the period of service with date to expire on December 31, 2018;
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

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo
Hon. Arturo Guajardo, Jr. County Clerk



12/12/17 ms

CONSULTANT:

By: Kevin Nolting
Kevin Nolting, dba Nolting Consulting Services
KEVIN

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

By: Josephine Ramirez
Hon. Josephine Ramirez, Assistant District Attorney

AI-62822
CC - REGULAR

Purchasing Department 20. J. 1.
Health & Human Services Dept.

Meeting Date: 12/12/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Rocio

Information

CAPTION

Acceptance and approval of Third Amendment [subject to legal counsel review] to current Contract #C-14-988-02-11 for the provision of professional services in connection with the "Medicaid 1115 Waiver Texas Health Transformation and Quality Improvement Program" with Ken Nolting, dba, Nolting Consulting Services due to the State of Texas' extension of the 1115 Waiver Program through 2018 [and as permitted under the terms of the agreement].

BACKGROUND

Fiscal Impact

CALENDAR YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This agenda item does not have any fiscal impact.

Attachments

Amendment 3

Legal Approval

FORM 1295

Form Review

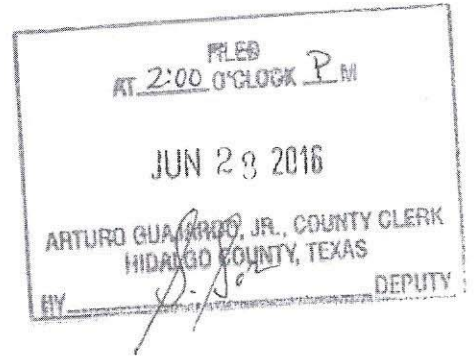
Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	12/08/2017 03:09 PM
Budget & Management	Veronica Ortiz	12/08/2017 03:12 PM
Final Approval	Monica Salinas	12/08/2017 06:00 PM
Form Started By: Rocio Villarreal		Started On: 12/04/2017 11:51 AM
Final Approval Date: 12/08/2017		

STATE OF TEXAS

COUNTY OF HIDALGO

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§
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SECOND AMENDMENT TO
CONTRACT #C-14-088-02-11



This AMENDMENT to the CONTRACT is made this 20th day of June of 2016 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 an amendment to extend the "term" of the Contract in connection with The 1115 Waiver, which funds Uncompensated Care and the Delivery System Reform Incentive Payment Program (DSRIP), in which was extended 15 months under an agreement between the health agency and CMS. The agreement will take the program through or the expiration of December 31, 2017.

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 Second Amendment to the Service Contract, both parties hereby agree to the following amendment to the Contract.

1. **The term:** to extend the period of service with date to expire on December 31, 2017;
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

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 6/20/16

ATTEST:

By: Arturo Guajardo, Jr.
Hon. Arturo Guajardo, Jr. County Clerk



CONSULTANT:

By: _____
Kevin Nolting, dba Nolting Consulting Services

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Josephine Ramirez
Hon. Josephine Ramirez, Assistant District Attorney

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

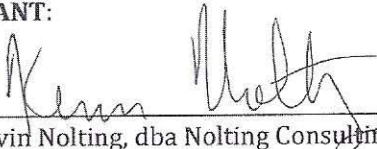
HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr. County Clerk

CONSULTANT:

By:  _____
Kevin Nolting, dba Nolting Consulting Services

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

By: _____
Hon. Josephine Ramirez, Assistant District Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-90015

Date Filed:
07/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kevin Nolting Consulting, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

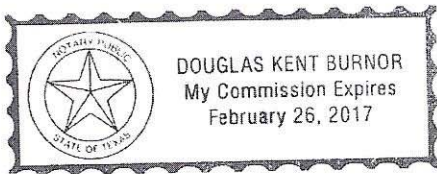
C-14-088-02-11
Consultative services in regards to the Medicaid 1115 Waiver which funds Uncompensated Care and DSRIP.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Nolting, Cheryl	Austin, TX United States	X	
	Nolting, Kevin	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Kevin Nolting *Cheryl Nolting*
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Kevin & Cheryl Nolting, this the 26th day of July, 2016, to certify which, witness my hand and seal of office.

Douglas Kent Burnor
Signature of officer administering oath

Douglas Kent Burnor
Printed name of officer administering oath

Notary Public
Title of officer administering oath

October 13, 2015

Grader 3	85
Grader 4	88
Grader 5	85
Total Avg. Score	88

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Authority for Purchasing Department to negotiate a professional physician services contract with the sole & qualified respondent for the provision of: "Physician/Health Authority for Hidalgo County Department of Health and Human Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-51443** Acceptance and approval of First Amendment [approved by legal] to Contract #C-14-088-02-11 for the provision of "Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" with Kevin Nolting, dba, Nolting Consulting Services due to revisions of scope of services [elimination of several service components] and monthly fees from **\$7,500.00** to **\$2,500.00** effective September 1, 2015.

Ms. Salazar explained that there's eight services that the consultant provides and at one time he was doing all eight services at a fee of \$ 7,500 a month, now that there's less services required the fee is less at \$ 2,500

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

F. Elections Department

1. **AI-51589** Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County Elections Department- " Printing and Massive Mailouts for Voter Registration Cerifications" through project No.: 2015-307-09-23-MEG.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-51377** Requesting approval to purchase One (1) New 2016 E-350 Cutaway Chassis through the County's membership/participation with BuyBoard Silsbee Ford (Contract #430-13) in the total amount of \$30,794.50 which includes shipping and a one time administration fee-\$400.00-Project #2015-326-MEG).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS

CC REG. AGENDA 10/13/15

Texas Local Government Code, Section 262.024 (A) (4) a professional service:

✓ B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed Overpass at SH 107 and FM 2128 (Schunior):

EVALUATION	COOK- JOYCE, INC.	CRUZ-HOGAN CONSULTANTS, INC.	L&G ENGINEERS
SCORING	97	95	99
RANKING	2	3	1

C. Authority for the Purchasing Department to negotiate a professional engineering services contract commencing with the No. 1 ranked firm *R. P. Hogan* for engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed overpass at SH 107 and FM 2128 (Schunior St.).

E. Health & Human Services Dept.

✓ 1. AI-51599 A. Presentation of the scoring/evaluation grid [for purpose of CC determination as "Qualified"] so as to proceed with next step of the procurement process of the sole response received from Dr. Ivan Melendez, MD (as detailed in documentation attached herein) for: RFQ NO: 2015-309-09-16-MEG-Physician/Health Authority for Hidalgo County Health and Human Services Department Services.

Grader 1	95
Grader 2	87
Grader 3	85
Grader 4	88
Grader 5	85
Total Avg. Score	88

✓ B. Authority for Purchasing Department to negotiate a professional physician services contract with the sole & qualified respondent for the provision of: "Physician/Health Authority for Hidalgo County Department of Health and Human Services. *Dr. Ivan Melendez*

✓ 2. AI-51443 Acceptance and approval of First Amendment [approved by legal] to Contract #C-14-088-02-11 for the provision of "Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" with Kevin Nolting, dba, Nolting Consulting Services due to revisions of scope of services [elimination of several service components] and monthly fees from \$7,500.00 to \$2,500.00 effective September 1, 2015. *less services required*

✓ F. Elections Department

APPROVED

AI-51443

Purchasing Department 42. L. 2.

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of First Amendment [approved by legal] to Contract #C-14-088-02-11 for the provision of "Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" with Kevin Nolting, dba, Nolting Consulting Services due to revisions of scope of services [elimination of several service components] and monthly fees from \$7,500.00 to \$2,500.00 effective September 1, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 1100-444-00-240-005-0-320

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Existing PO#722086 will continue to be utilized as this request is to lower the monthly fee rates.

Attachments

Original Consulting Services Contract

Revised Amendment

Form Review

Inbox

Reviewed By

Date

Purchasing Department

Marty Salazar

10/08/2015 11:54 AM

Budget & Management

Auditor's Office

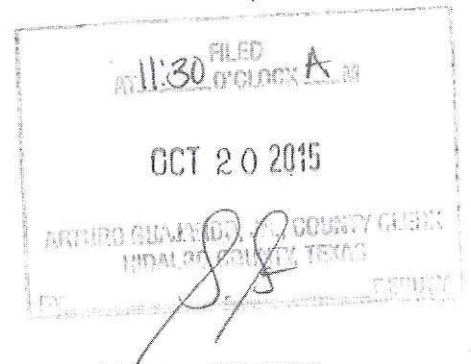
Form Started By: Vangie Garcia

Started On: 09/18/2015 08:34 AM

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

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



This AMENDMENT to the CONTRACT is made this 13th 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

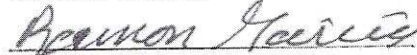
WHEREAS, the parties have now determined to amend the Contract as hereinafter provided.

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

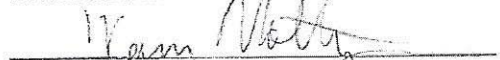

Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr. County Clerk

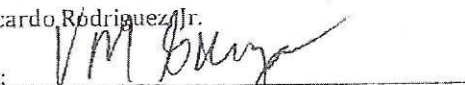
APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/15 

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ted Heaton III State Farm Agency 3933 Steck Ave ste B111 Austin, Tx 78759	CONTACT NAME: Debbie Walker PHONE (A/C, No, Ext): 512-343-9332 FAX (A/C, No): 512-343-9342 E-MAIL ADDRESS: debbra.walker.jhln@statefarm.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: State Farm Lloyds NAIC # 43419	
INSURER B: State Farm Mutual Automobile Insurance Company 25178	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	90-B9-M657-8	12/13/2014	12/13/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	U27 6471-E29-53	11/29/2014	05/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 30,000 BODILY INJURY (Per accident) \$ 60,000 PROPERTY DAMAGE (Per accident) \$ 50,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ADDITIONAL INSURED: HIDALGO COUNTY 1304 S 25TH AVE EDINBURG, TX 78542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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

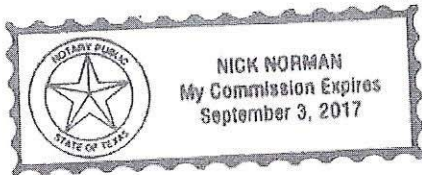
Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

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 : 'Evelina 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. Closner RM 303
 Edinburg, Texas 78539
 (956) 292-7609 EXT. 8185
 (956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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 **AMENDMENT.Revised.docx**
 22 KB

February 11, 2014

SPECIAL MEETING - February 11, 2014

BE IT REMEMBERED, that on this 11th day of February A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

February 11, 2014

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. Health & Human Services Dept.

1. **AI-42990** Acceptance and approval of a negotiated Consulting Services Contract with Kevin Nolting, dba, Nolting Consulting LLC for the provision of "The Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" as Commissioners Court previously approved exemption of a professional service on December 20, 2013-AI#41730.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI-42666** Presentation of responsible, lowest and best bid received as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award with approval of contract for RFB titled: Hidalgo County Health & Human Services Department- " Funeral and Burial Services for Hidalgo County Qualified Indigent Families" through project No.: 2014-008-01-08-SGS.

Mr. Lee Castro, President of the Funeral Director Association, would like the court to consider rebidding due to those whom were sent a packet, did not receive them. He stated there are many funeral directors that did not receive a notice of bids and would like the opportunity to given to those whom could possibly offer better bids.

Bid packets were sent out to 10 funeral homes and only received 2 bids. Mrs. Marty Salazar stated they have done their due diligence and feels rebidding would cost the county money that is unnecessary.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

E. Elections Department

1. **AI-42952** A. Acceptance and approval of a claim from STAPLES ADVANTAGE Invoice #3212575992 in the amount of \$17.34 arising from PO#699546 as supplies are used through the year as detailed in Memo dated 01-29-14 and do not fall under the HC Accounting Procedures Manual, Non-Travel Meals, Refreshments, and Related Expenses;

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

APPROVED

AI-42990

Purchasing Department 41. L. 1.

CC REGULAR

Meeting Date: 02/11/2014

Submitted For: Eduardo Olivarez, Chief Administrator Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a negotiated Consulting Services Contract with Keving Nolting, dba, Nolting Consulting LLC for the provision of "The Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" as Commissioners Court previously approved exemption of a professional service on December 20, 2013-AI#41730.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 1100-444-00-240-005-0-320

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Agreement Documentation

Form Review

Inbox
Purchasing Department
Purchasing Department
Budget & Management
Auditor's Office

Reviewed By
Marty Salazar
Marty Salazar

Date
02/04/2014 03:02 PM
02/04/2014 03:02 PM

Form Started By: Vangie Garcia

Started On: 02/04/2014 10:48 AM

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSULTING SERVICES CONTRACT
FOR THE MEDICAID 1115 WAIVER TEXAS HEALTHCARE TRANSFORMATION
AND QUALITY IMPROVEMENT PROGRAM**

THIS Agreement, made and entered into this 11th day of February, 2014 by and between **HIDALGO COUNTY, TEXAS** (the “County”) and **Kevin Nolting dba Nolting Consulting LLC**, (the “Consultant”) and confirms that the County has chosen the Consultant to assist and support Hidalgo County with its Anchor Duties and help coordinate with the Regional Healthcare Partnership (RHP) participants and Texas Health & Human Services Commission (HHSC) pertaining to the RHP Plan.

ENGAGEMENT & SCOPE OF SERVICES

Hidalgo County is serving as the “Anchor” for Region 5 in the development and coordination of the Regional Health Plan required by the Medicaid 1115 Waiver. Consultant will work closely with the County and its designated representative and staff. As the Anchor, Consultant and the County will need to work closely with the region’s performing providers and rely on their input as well as to compile the necessary information required by HHSC and/or the Center for Medicare and Medicaid (CMS).

The Consultant will support the Anchor by:

1. Assisting with interactions with HHSC in responding to CMS on RHP 5 questions and issues;
2. Coordinating, screening, and assisting in obtaining answers from HHSC on issues that arise relating to RHP 5;
3. Providing policy updates to Anchor and regional stakeholders as directed by protocols and new interpretations made by HHSC and/or CMS;
4. Assisting Anchor in reviewing information provided by HHSC related to requested Intergovernmental Transfers (IGT) processing and communicating that information to performing providers who are eligible for waiver reimbursements;
5. Assisting Anchor staff with all Regional Learning Collaborative activities (as needed) including documentation and reporting;
6. Assist Anchor staff in compiling and submitting annual required reporting; and
7. Other Anchor support functions mutually agreed upon.

COMMUNICATION WITH THE COUNTY

Consultant will make himself available to the County for discussion regarding services provided under this agreement at reasonable times, and at the request of the County.

EXPENSES

Consultant's fee for these professional services will be a flat fee of \$7,500.00 (Seven Thousand Five Hundred Dollars) per month. Any out-of-town travel and other out-of-pocket expenses will require prior written approval by the County and will be according to Hidalgo County's travel policies. The County will be responsible for only the fees directly related to the time spent on the preparation and writing of Region 5's Regional Healthcare Partnership (RHP) Plan and will bear expenses for general research and preparation on a pro rata basis with any other Clients of Consultant. Consultant will provide County with an itemized billing statement each month detailing services rendered.

TERM

The term of this engagement will commence upon the execution of this agreement and terminate on September 30, 2016. The parties agree that Consultant shall use its best efforts to conclude its work in a timely manner, and the County agrees to use its best effort to provide the information requested in a timely manner. Either party may terminate this agreement with or without cause by giving 60 days written notice to the other party. If the agreement is terminated by the Consultant before the termination date all research and work product regarding the County's plan will be turned over to the County and the County will be reimbursed for half the fees billed up to the date of the termination notice. If the County terminated the agreement before the termination date the Consultant will be paid for the services billed and payable up to the notice of termination and any work done by Consultant after the notice will require prior written approval by the County.

INSURANCE COVERAGE

At all times during the term of this Agreement, Consultant shall maintain insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured and shall furnish to County certificates of such insurance coverage.

INDEMNIFICATION

The Consultant shall indemnify and hold County, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any and all claims, actions, liabilities, damages and expenses (including but not limited to costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) arising out of, caused by, resulting from, or alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission, or failure was the indemnifying party's or that of any person providing services hereunder through or for the Consultant. Upon written notice from the County, the Consultant will defend and indemnify, by counsel reasonably satisfactory to County, any such claim or action. The Consultant will carry proper insurance identifying the County as a named additional insured.

NOTICES

Notices provided herein shall be delivered to:

If to County: Ramon Garcia, Hidalgo County Judge
302 West University Drive
Edinburg, Texas 78539

If to Consultant: Kevin Nolting, Consultant
10812 Wintergreen HL
Austin, Texas 78750-3452

LAW

The Interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

COMMITMENT OF CURRENT REVENUES

In the event that, during any term hereof, the County does not appropriate sufficient funds to meet its obligations under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The County agrees, however, to use its best 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 the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

SERVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

ASSIGNABILITY

The Consultant may not assign Consultant's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Consultant.

AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Consultant.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof.

NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

AUTHORIZATION FOR AGREEMENT

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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CONSULTANT:

Kevin Nolting
Kevin Nolting dba Nolting Consulting, LLC

ATTESTED:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra
By: Michael L. Garza
Michael L. Garza
Assistant District Attorney

APPROVED by Commissioners Court on:

2-11-14 dr

PROFILE

Kevin Nolting, Nolting Consulting LLC.

Healthcare Reimbursement Consultant

Mr. Nolting graduated from Angelo State University with a Bachelor's of Business Administration Degree and received his Masters of Business Administration Degree from the University of North Texas. Mr. Nolting worked for the Texas Department of Mental Health and Mental Retardation from 1987 to 2004. He began his TDMHMR career as an accountant at the Big Spring State Hospital. He transferred to the Denton State School as Chief Accountant and was promoted to the Director of Fiscal Services. Mr. Nolting was hired as the Director of State Facilities Financial Services at TDMHMR Central Office in Austin in 1996 and was promoted to Budget Director for the agency in 2002 and ultimately served as its Chief Financial Officer when the agency was dissolved in 2005.

Mr. Nolting served as Director of Budget and Data Management from 2005 to 2007 at the newly created Department of Aging and Disability Services. In 2007, Mr. Nolting was hired to be the Director of Hospital Reimbursement at the Texas Health and Human Services Commission (HHSC).

Mr. Nolting was responsible for the development and oversight of Medicaid reimbursement programs for various hospital-based and clinic-based services whose combined payments equaled approximately \$7 billion per year. These programs included hospital inpatient and outpatient services, Disproportionate Share Hospital Program, Upper Payment Limit Supplemental Payment Program, Graduate Medical Education Program and the 1115 Transformation Waiver. He was responsible for the development and oversight of the administrative rules and Medicaid State Plan for these programs. He worked closely with Texas Hospital Associations as well as individual hospitals related to Medicaid hospital policy initiatives and interpretations. He was also responsible for providing technical assistance, guidance, information and support to HHSC staff and board members; Legislative Budget Board; Governor's Budget Office; other state agencies and external organizations related to hospital reimbursement.

Mr. Nolting retired from state government in 2012 and is currently providing consultative services related to governmental reimbursement programs for a variety of healthcare organizations, associations and related entities. He is currently under contract and provides consultative services to the Anchor in Regions 9, 14 and 20.

Brief Summary of the 1115 Waiver

In December 2011, Texas received federal approval of an 1115 waiver that would preserve Upper Payment Limit (UPL) funding under a new methodology, but allow for managed care expansion to additional areas of the state.

The purpose of the 1115 Healthcare Transformation waiver, supplemental payment funding, managed care savings, and negotiated funding will go into two statewide pools now worth \$29 billion (all funds) over five years. Funding from the pools will be distributed to hospitals and other providers to support the following objectives: (1) an uncompensated care (UC) pool to reimburse for uncompensated care costs as reported in the annual waiver application/UC cost report; and (2) a Delivery System Reform Incentive Payment (DSRIP) pool to incentivize hospitals and other providers to transform their service delivery practices to improve quality, health status, patient experience, coordination, and cost-effectiveness.

Uncompensated Care Pool Payments are designed to help offset the costs of uncompensated care provided by the hospital or other providers.

DSRIP Pool Payments are incentive payments to hospitals and other providers that develop programs or strategies to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided and the health of the patients and families served.

Under the transformation waiver, eligibility to get Uncompensated Care or DSRIP payments will require participation in a regional healthcare partnership. Within a partnership, participants include governmental entities providing public funds known as intergovernmental transfers (IGT), Medicaid providers and other stakeholders. Participants will develop a regional plan identifying partners, community needs, the proposed projects, and funding distribution. Each partnership must have one anchoring entity, which acts as a primary point of contact for HHSC in the region and is responsible for seeking regional stakeholder engagement and coordinating development of a regional plan.

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. Assist Anchor in assessing IGT timing with performing provider reporting to claim DSRIP waiver reimbursement.
5. Assist Anchor staff with all Regional Learning Collaborative activities (as needed) including and documentation and reporting.
6. Assist Anchor staff in compiling and submitting annual required reporting.
7. Other Anchor support functions mutually agreed.

Proposal

RHP 5 shall pay Consultant a flat fee each month of \$7,500 (FIVE THOUSAND DOLLARS). Consultant shall submit a monthly invoice to RHP 5 for obtaining the monthly fee. RHP 5 will pay Consultant within 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.

Either party may terminate this agreement with Sixty (60) days prior written notice for any reason.

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Re: Consulting Services for the 1115 Waiver

From : Evangelina Garcia
<evangelina.garcia@co.hidalgo.tx.us>

Tue, Feb 04, 2014 10:40 AM

Subject : Re: Consulting Services for the 1115 Waiver

To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Cc : Dairen Sarmiento <dairen.sarmiento@hchd.org>, perla lopez <perla.lopez@hchd.org>, josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Great news.....will proceed ahead and get this going.
Thank you for your help.

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>, "perla lopez" <perla.lopez@hchd.org>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Tuesday, February 4, 2014 10:22:47 AM
Subject: Consulting Services for the 1115 Waiver

Vangie,

Attached is the agreement for consulting services for the 1115 Waiver, which our office approves as to form.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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