

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED
AT 11:30 O'CLOCK A.M.
OCT 20 2015
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY *[Signature]* DEPUTY

**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
Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo Jr
Arturo Guajardo, Jr. County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/15 *[Signature]*

CONSULTANT:
Kevin Nolting
Kevin Nolting, dba Nolting Consulting Services

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodríguez Jr.
Victor M. Garza
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 E-MAIL ADDRESS: debbra.walker.jhtn@statefarm.com FAX (A/C, No): 512-343-9342																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>State Farm Lloyds</td> <td>43419</td> </tr> <tr> <td>INSURER B :</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Lloyds	43419	INSURER B :	State Farm Mutual Automobile Insurance Company	25178	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																					
INSURED KEVIN V NOLTING 10812 WINTERGREEN HL AUSTIN, TX 78750																					

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED 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 \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	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				PER STATUTE 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
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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

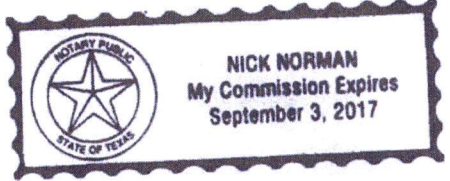
Further Affiant sayeth not.

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 : 'Evangelina 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

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

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 & D Eng.* 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**