

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CAROL MOREALI**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____ 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Carol Moreali, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for review and consultation services on July 5, 2017; and

WHEREAS, the parties amended the Agreement on September 14, 2017, to add additional services and increasing the amount by \$50,000 to an amount not to exceed \$100,000; and

WHEREAS, the parties wish to further amend the Agreement to add additional consulting services, extending the term through December 31, 2018, and increasing the amount payable under the agreement by \$200,000 to an amount not to exceed \$300,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, Payments, of the Agreement is amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Chief Financial Officer or their designee and paid within 14 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4, Term, of the Agreement is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through December 31, 2018.

3. Exhibit A to the Agreement (Services) is replaced in its entirety by revised Exhibit A, which is attached here and incorporated herein by reference.
4. Exhibit B to the Agreement (Payment) is replaced in its entirety by revised Exhibit B, which is attached here and incorporated herein by reference.
5. **All other terms and conditions of the agreement dated July 5, 2017, between the County and Contractor shall remain in full force and effect.**



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CAROL MOREALI

Carol Moreali
Contractor Signature

10.27.17
Date

CAROL MOREALI
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

gn

Exhibit A (Revised)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

SMMC Resource Management Department Practice Enhancement

1. Review and make recommendation regarding basic operational routines
2. Assess current practices of case managers to ensure incorporation of industry best practices, provide recommendations and support implementation of appropriate measures to ensure incorporation of best practices.
3. Determine level of expertise in use of InterQual criteria
4. Provide review / re-education of InterQual criteria use for case managers
5. Provide InterQual education to key physicians and other appropriate staff
6. Provide joint review/practice sessions for Resource Management team and key physicians
7. Develop standard practice for application of CMS 2-Midnight rule
8. Facilitate process for documentation and management of patients with profound overlying social determinates

Jm

Exhibit B (Revised)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- \$300 hourly rate for work in San Mateo; 24 - 80 hours/month on-site
- Flat \$200 for 4 hours weekly commute time which includes mileage
- Flat \$500 weekly toward lodging to be reimbursed by SMMC

