

**COUNTY OF SAN MATEO**  
**Departmental Correspondence**

Date: **SEP 13 2001**  
Hearing Date: **SEP 25 2001**

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Services *CAS*

SUBJECT: Amendment No. 1 to Agreement with J. M. Watt Consulting

RECOMMENDATION

Adopt a resolution authorizing the President of the Board of Supervisors  
to execute Amendment No. 1 to Agreement with J. M. Watt Consulting

Background

There is an increasing need for healthcare services for the growing San Mateo County senior population. In the spring of 2000, Health Services contracted with Lewin-VHI to research alternatives for the use of the hospital's long-term care beds that would both provide needed services and maximize revenue reimbursement for the hospital. One of the principal recommendations of that study was the development of a geriatric outpatient clinic. Mr. J. M. Watt was a key member of that Lewin-VHI team.

A geriatric assessment clinic would fill a significant gap in the continuum of services for the elderly in the county and could play an important role in development of a case management system for the aged who are at risk of institutionalization. There is a need for comprehensive assessment and treatment planning for elders who are candidates for either long-term care placement or other home and community-based services. In addition, preliminary projections show such a service will enhance hospital and clinic revenues by increasing Federally Qualified Health Center reimbursement (most potential Medicare patients would also be eligible for Medi-Cal) and increasing the inpatient census of sponsored patients at San Mateo County General Hospital.

Discussion

On April 10, 2001, your board approved an Agreement with J. M. Watt Consulting for \$125,000 for the planning and assessment of financial implications involved in developing a geriatric

Honorable Board of Supervisors

Amendment No. 1 to Agreement with J. M. Watt Consulting

Page 2

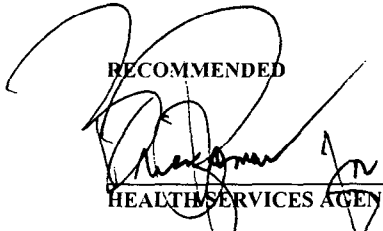
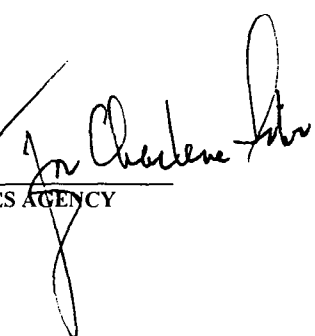
assessment clinic. A preliminary report on the geriatric assessment clinic was submitted to your board on August 31, 2001.

The existing agreement with J. M. Watt Consulting is expanded to include presenting the program concept to medical staff leaders; reviewing and updating if necessary, recommendations related to psychiatric beds; presenting the Geriatric Clinic recommendations to the Hospital Board; conducting up to three meetings with Health Services Agency leaders, the county Manager and staff and others as part of the development of the final proposal; presenting findings and recommendations to your board; and conducting a half-day planning retreat for Health Services Agency leaders and others to develop a detailed work plan for implementation of the clinic.

The Equal Benefits language has been added to this Agreement. This Amendment has been reviewed and approved by County Counsel.

Term and Fiscal Impact

The term of the original Agreement was from December 1, 2000 to July 31, 2001. The term of the Agreement is extended to December 31, 2001. The amount of the original agreement was \$125,000. Amendment No. 1 adds \$45,000 to the Agreement, bringing the total amount to \$170,000. The \$45,000 increase will be paid from federal funds from the Older Americans Act, which are designated for use by the Area Agency on Aging for "Program Development and Coordination." These funds, which cannot be used for any purpose other than Program Development and Coordination, are included in Aging and Adult Services' approved budget for 2001-2002. There is no impact on the county General Fund as a result of this action.

RECOMMENDED  
  
HEALTH SERVICES AGENCY  


RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION APPROVING AMENDMENT NO. 1 TO AGREEMENT  
WITH J. M. WATT CONSULTING

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board has designated itself as the Area Agency on Aging of San Mateo County to carry out programs pursuant to the Older Americans Act; and

WHEREAS, this Board has been presented with Amendment No. 1 to the Agreement with J. M. Watt Consulting whereby J. M. Watt Consulting shall develop recommendations for the development of a geriatric assessment clinic; and

WHEREAS, this Board has been presented with Amendment No. 1 to the Agreement and has examined and approved it as to both form and content and desires to enter into the Amendment to the Agreement;

NOW, THEREFORE, IT IS RESOLVED that Amendment No. 1 to Agreement with J. M. Watt Consulting is hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Amendment for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

AMENDMENT NO. 1 TO THE AGREEMENT WITH J. M. WATT CONSULTING

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and J. M. WATT CONSULTING, (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on April 10, 2001, the parties hereto entered into agreement No. 64355 (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 1, Services to be Performed by Contractor – additional services are added to Original Schedule A as described in the attached page of additions to Schedule A.

2. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000) for the contract term.”

3. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

“12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from December 1, 2000 through December 31, 2001. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.”

4. Section 6, Non-Discrimination - equal benefits language is added as follows:  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse

5. Schedule B, Amount of Payments - additional payments for Project Number 3 are added to Original Schedule B as described in the attached page of Additions to Schedule B.

NOW, THEREFORE, IT IS HEREBY AGREED BY the parties that:

1. This amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

J. M. WATT CONSULTING

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, County of San Mateo

By: E. Michael Watt

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

Date: 7/12/01

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

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

## ADDITIONS TO SCHEDULE A

Consultant will perform the following additional services related to the planning and development of the Long Term Supportive Services Program (LTSSP):

### Project Number 3

The additional activities to be accomplished are: continue to refine the analytic base for recommendations about development of a Geriatric Clinic at San Mateo County General Hospital, help Aging and Adult Services to explore the concept's rationale, expected operations and projected financial impact of the Clinic and related programs with important stakeholders and decision-makers. The additional work includes the following activities:

- A. Present the program concept to medical staff leaders.
- B. Review and update if necessary the recommendations about psychiatric beds in the May 2000 report by The Lewin Group.
- C. Present the Geriatric Clinic recommendations, as modified by discussion with the medical staff leader group and others, to the Hospital Board at its meeting in October 2001.
- D. Conduct up to three additional meetings with Health Services Agency leaders, County Manager/staff or others concerning the analysis and findings to develop a final proposal for the Board of Supervisors.
- E. Present the revised findings and recommendations to the Board of Supervisors.
- F. Conduct a half-day planning retreat for Health Services Agency leaders and others to develop a detailed workplan for implementation of the clinic.

## ADDITIONS TO SCHEDULE B

### C. Project Number 3

Invoices will be submitted for work completed and paid at 90% of the amount. Remaining 10% of all invoices will be paid upon submission of the final work products. The rate of pay is ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per hour. Professional fees for work performed by Ms. Ngoc Bui-Tong will be SEVENTY-FIVE DOLLARS (\$75.00) per hour. Mileage will be submitted separately at a rate of THIRTY-TWO AND A HALF CENTS (\$.325) per mile. The total amount of Project Number 3 including invoices, mileage expenses, and other expenses shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000).

In any event, the maximum amount of the agreement for all projects shall not exceed ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000).

COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM

CONTRACT APPROVAL FORM

TO: Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

FROM: Raymond Swopa, County Counsel  
Telephone X 4759, Fax 363-4034, Pony CCO 111

SUBJECT: Approval of Board Memo, Resolution and Amendment No. 1:  
J. M. Watt Consulting

DATE SUBMITTED: September 11, 2001

CONTRACT PERIOD: December 1, 2000 to December 31, 2001

CONTRACT AMOUNT AND FUNDING SOURCE:

Amendment No. 1 adds \$45,000 for a total contracted amount of \$170,000. Funds for this  
agreement come from the state Long-Term Supportive Services program and Older Americans  
Act.

COUNTY COUNSEL'S OFFICE HAS REVIEWED AND HEREBY APPROVED AS TO  
FORM THE AGREEMENT STIPULATED ABOVE.

APPROVED BY:

  
DEPUTY COUNTY COUNSEL

9/11/01  
DATE

**COUNTY OF SAN MATEO  
AGING AND ADULT SERVICES  
MEMORANDUM**

Number of pages faxed 2

**DATE:** September 11, 2001

**TO:** Priscilla Morse, Risk Manager - X4610, Fax 363-4864, Pony EPS-163

**FROM:** Maria Gonzalez - 573-3495, FAX 573-2193, PONY - AAS 321

**SUBJECT:** Contract Insurance Approval

**CONTRACTOR NAME:** J. M. Watt Consulting

**DO THEY TRAVEL?:** Contractor will come to Aging and Adult Services for meetings

**PERCENT OF THE TIME:**

**NUMBER OF EMPLOYEES:** 0

**DUTIES (SPECIFIC):** Consultant will support the planning and development of a geriatric assessment clinic.

<b>COVERAGE:</b>	<b>Amount</b>	<b>approve</b>	<b>waive</b>	<b>modify</b>
Comprehensive General Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	_____	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation	_____	_____	<input checked="" type="checkbox"/>	_____

**REMARKS/COMMENTS**

**SIGNATURE**

**DATE**

Priscilla Morse

9-11-01



# CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or  
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

Named Insured Watt, Michael & Leatherman, Ruth

Address of Named Insured 1178 Idylberry Road  
San Rafael, CA 94903

POLICY NUMBER	V35 0729-F12-05		
EFFECTIVE DATE OF POLICY	June 12, 2000		
DESCRIPTION OF VEHICLE	1996 Honda Accord		
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY			
a. Bodily Injury Each Person			
Each Accident			
b. Property Damage Each Accident			
c. Bodily Injury & Property Damage Single Limit Each Accident	\$1,000,000		
PHYSICAL DAMAGE COVERAGES			
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 100 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ _____ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ _____ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ _____ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ _____ Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Ruth Lee, Agent VM-LSA 4

Signature of Authorized Representative

Agent

Title

2100

Agent's Code Number

07/27/00

Date

Name and Address of Certificate Holder

Name and Address of Agent

Santa Clara County Health & Hospital  
 System  
 Attn: Maria Narcon  
 2220 Moorpark Avenue  
 San Jose, CA 95128



INSURED'S COPY



# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: J. M. Watt Consulting  
Contact Person: J. Michael Watt  
Address: 1178 Idylberry Road  
San Rafael, CA 94903  
Phone Number: (415) 499-7619 Fax Number: (415) 499-8769

### II Employees

Does the Contractor have any employees? \_\_\_ Yes ✓ No

Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

### III Equal Benefits Compliance (Check one)

- ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

### IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 12 day of September, 2001 at San Rafael, CA  
(City) (State)

J. Michael Watt  
Signature  
President  
Title

J. MICHAEL WATT  
Name (Please Print)  
327-46-1287  
Contractor Tax Identification Number

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Message printed on type	Name (If joint names, list first and then the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) <b>J. Michael Watt</b>
	Business name (Sole proprietors see instructions on page 2) <b>J. M. Watt Consulting</b>
	Please check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other
	Address (number, street, and apt. or unit no.) <b>1178 Idylberry Road</b>
City, state, and ZIP code <b>San Rafael, CA 94903</b>	
Requester's name and address (optional)	

<b>Part I</b> Taxpayer Identification Number (TIN)	Use account number(s) here (optional)
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.	
Social security number <b>31217446412187</b>	
OR	
Employer identification number <b>1111111111</b>	
<b>Part II</b> For Payees Exempt From Backup Withholding (See Part II instructions on page 2)	

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here	Signature <b>J. Michael Watt</b>	Date <b>9/12/01</b>
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Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployees pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

**REPORT OF  
INDEPENDENT CONTRACTOR(S)**



05420700

See detailed instructions on page 2. Please type or print.

**SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):**

DATE MMDDYY	FEDERAL ID NO.	CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO.	NO. OF FORMS NEEDED
SERVICE-RECIPIENT NAME / BUSINESS NAME			CONTACT PERSON	
ADDRESS			TELEPHONE NO.	
CITY			STATE	ZIP

**SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):**

FIRST NAME J Michael	MI J	LAST NAME Watt		
SOCIAL SECURITY NO. 327461287	STREET NO. 1178	STREET NAME Idylberry	UNIT/APT Road	
CITY San Rafael	STATE CA	ZIP 94903		
START DATE OF CONTRACT MMDDYY 120700	AMOUNT OF CONTRACT 170,000.00	CONTRACT EXPIRATION DATE MMDDYY 123101	CHECK HERE IF CONTRACT IS ONGOING <input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
CITY	STATE	ZIP		
START DATE OF CONTRACT MMDDYY	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE MMDDYY	CHECK HERE IF CONTRACT IS ONGOING <input type="checkbox"/>	

FIRST NAME	MI	LAST NAME		
SOCIAL SECURITY NO.	STREET NO.	STREET NAME	UNIT/APT	
CITY	STATE	ZIP		
START DATE OF CONTRACT MMDDYY	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE MMDDYY	CHECK HERE IF CONTRACT IS ONGOING <input type="checkbox"/>	