

**SECOND AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
DAVID S. KORNBLUM AND ASSOCIATES  
FOR FISCAL YEARS 2018-2019 THROUGH 2022-2023**

This Second Amendment to the Professional Services Agreement dated October 23, 2018, as amended on February 10, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and David S. Kornblum and Associates, a sole proprietorship, hereinafter referred to as "CONTRACTOR," is entered into this 13<sup>th</sup> day of August, 2021.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral Health, desired to retain a qualified professional organization to assist with the preparation of certain Medicare cost reports and

WHEREAS, on October 23, 2018, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of Medicare cost reporting services; and

WHEREAS, on February 10, 2020, COUNTY and CONTRACTOR amended the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and modify the reporting requirements set forth therein; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof, expand the scope of services provided, and increase the maximum amount payable, thereunder and modify the execution requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 – Term of the Professional Services Agreement is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on October 23, 2018 and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

2. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00). In no event shall the maximum amount paid under this Agreement exceed Eleven Thousand Two Hundred Dollars (\$11,200.00) per fiscal year for fiscal years 2018-2019 through 2020-2021, Twelve Thousand Seven Hundred Dollars (\$12,700.00) for fiscal year 2021-2022 and Eleven Thousand Two Hundred Dollars (\$11,200.00) for fiscal year 2022-2023. CONTRACTOR hereby agrees to perform any and all services required by this

Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY’s prior written authorization. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

- 3. Section 39 – Counterparts of the Professional Services Agreement is hereby amended to read as follows:

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

- 4. The Professional Services Agreement is hereby amended to delete Exhibit A – Scope of Services (“Exhibit A”) and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.
- 5. Except as modified herein, the Professional Services Agreement dated October 23, 2018, as amended on February 10, 2020, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the first date written above.

**DAVID S. KORNBLUM AND ASSOCIATES:**

By: David S Kornblum  
David S. Kornblum, Owner

Date: 8/11/2021

**COUNTY OF HUMBOLDT:**

By: Bew Puley  
Humboldt County Purchasing Agent

Date: 8-13-2021

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Kelly Barns  
Risk Management

Date: 08-12-2021

**LIST OF EXHIBITS:**

Exhibit A – Scope of Services

**EXHIBIT A**  
**SCOPE OF SERVICES**

David S. Kornblum and Associates  
For Fiscal Years 2018-2019 through 2022-2023

CONTRACTOR will assist with the preparation of annual cost Medicare cost reports regarding inpatient psychiatric services and adult day care services provided by DHHS – Behavioral Health.

1. SERVICES:

In coordination with COUNTY, CONTRACTOR will use approved automated cost reporting system to prepare Medicare cost report submissions CMS-2552-10 and CMS-2088-92 forms mandated by the Centers for Medicare and Medicaid Services.

2. SCHEDULE:

In coordination with COUNTY, CONTRACTOR will prepare draft submissions for COUNTY review no later than one week prior to due date. Final forms CMS-2552-10 and CMS-2088-92 and supporting documents will be submitted to COUNTY for timely submission to CMS.

3. DELIVERABLES:

CONTRACTOR will provide CMS-2552-10 and CMS-2088-92 forms, Cost Report Transmittal documents, PS&R Crosswalk and Trial Balance grouping schedule. CONTRACTOR will provide a review of Inpatient Short-Doyle Medical cost reporting, as based on Medicare cost report submissions CMS-2552-10 for fiscal year 2019-2020. Recommendations based on the Inpatient Short-Doyle Medical cost reporting review provided pursuant to the terms and conditions of this Agreement will be corresponded to COUNTY via email.

4. ACCEPTANCE CRITERIA:

Acceptance criteria will include documents prepared in format acceptable to the Centers for Medicare and Medicaid Services.

5. PLACE OF PERFORMANCE:

The Medicare cost reporting services set forth herein shall be provided at CONTRACTOR's office located at 14050 Broadway Terrace, Oakland, California 94611.

6. SERVICE RESTRICTIONS:

CONTRACTOR will not drive an automobile in the performance of the Medicare cost reporting services required pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the Medicare cost reporting services required hereunder, CONTRACTOR will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired, and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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7. COUNTY RESPONSIBILITIES:

COUNTY will provide financial data necessary for the preparation of Medicare cost reports and Short-Doyle Medical cost report review. These include Trial Balance reconciled to COUNTY record, claim and discharge data for the fiscal year and physician billing and time accumulations. As-filed Short-Doyle Medical cost reports, Department of Health Care Services policy letters and instruction manuals will be provided to CONTRACTOR to facilitate the cost report review.