

**THIRD AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
DAVID S. KORNBLUM AND ASSOCIATES
FOR FISCAL YEARS 2018-2019 THROUGH 2024-2025**

This Third Amendment to the Professional Services Agreement dated October 23, 2018, as amended on February 10, 2020 and August 13, 2021, 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 7th day of March, 2023.

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, on August 13, 2021, COUNTY and CONTRACTOR amended 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; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and modify the rates of compensation 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, 2025, unless extended by a valid amendment hereto or sooner terminated as set forth 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 Eighty-Two Thousand One Hundred Dollars (\$82,100.00). 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, Eleven Thousand Two Hundred Dollars (\$11,200.00) for fiscal year 2022-2023 and Twelve Thousand Three Hundred Dollars (\$12,300.00) per fiscal year for fiscal years 2023-2024 and 2024-2025. 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. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”) and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.
 4. Except as modified herein, the Professional Services Agreement dated October 23, 2018, as amended on February 10, 2020 and August 13, 2021, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

[Signatures on Following Page]

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

DAVID S. KORNBLUM AND ASSOCIATES:

By: David S. Kornblum
David S. Kornblum, Owner

Digitally signed by David S. Kornblum
DN: cn=David S. Kornblum, o, ou,
email=Davekaye@pacbell.net, c=US
Date: 2023.02.08 10:59:01 -08'00'

Date: 8-Feb-2023

COUNTY OF HUMBOLDT:

By: Steve Madrone
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date: 3-7-23

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Freeman, Krista
Risk Management

Digitally signed by Freeman,
Krista
Date: 2023.02.08 16:11:31 -08'00'

Date: _____

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
David S. Kornblum and Associates
For Fiscal Years 2018-2019 through 2024-2025

COUNTY shall compensate CONTRACTOR for the Medicare cost reporting services provided pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

Fiscal Years 2018-2019 through 2020-2021

Professional fees \$10,250.00/annual
Operating expenses \$ 950.00/annual

Fiscal Year 2021-2022

Professional fees \$11,750.00/annual
Operating expenses \$ 950.00/annual

Fiscal Year 2022-2023

Professional fees \$10,250.00/annual
Operating expenses \$ 950.00/annual

Fiscal Years 2023-2024 through 2024-2025

Professional fees \$11,350.00/annual
Operating expenses \$ 950.00/annual