

AMI Expeditionary Healthcare LLC

WHEREFORE, in witness of the covenants set forth above on the attached pages, the parties have affixed their signatures hereto:

BY: Pinar Mutlu-Stephenson, CFCM DATE: 05.28.2021
Signature Ms, Pinar Mutlu-Stephenson, CFCM Digitally signed by Ms. Pinar Mutlu-Stephenson, CFCM Date: 2021.05.28 12:20:09 -0400
Director of Contracts Pinar Mutlu-Stephenson, CFCM
Print/Type Title Print/Type Name

BY: DATE:
Signature
Print/Type Title Print/Type Name

BY: DATE:
Signature
Print/Type Title Print/Type Name

DATE:

BY: DATE:
Pennsylvania Department of Health

Approved as to form and legality:

BY: DATE:
Office of Legal Counsel
Pennsylvania Department of Health

AND
BY: DATE:
Office of General Counsel
Commonwealth of Pennsylvania

AND
BY: DATE:
Office of Attorney General
Commonwealth of Pennsylvania

I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:

BY: DATE:
Comptroller
Public Health and Human Services

**CONTRACT AMENDMENT #3 BETWEEN THE PENNSYLVANIA
DEPARTMENT OF HEALTH**

AND

AMI Expeditionary Healthcare LLC

THIS CONTRACT AMENDMENT to the Agreement, hereinafter referred to as "Amendment", is made by and between the Commonwealth of Pennsylvania, Department of Health, hereinafter referred to as "Department", and AMI Expeditionary Healthcare LLC hereinafter referred to as "AMI."

WHEREAS, the Department and the Contractor entered into a Contract ("Contract"), effective September 25, 2020 through June 5, 2021 for the purpose of the Contractor providing pop up testing in communities experiencing COVID-19 outbreaks;

WHEREAS, the parties now desire to amend the Contract, as more fully set forth herein;

WHEREAS, the Department has the power and duty to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease pursuant to 71 P.S. §532; and

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or state funds or both pursuant to 71 P.S. §532 to provide for the purposes of this Amendment, and this Amendment is contingent upon appropriation and receipt of such funds.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

I. AMENDMENT TERM

The term of the Amendment shall commence on June 6, 2021 or the date this Amendment has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained, whichever is later, and shall end on the expiration date identified in the Amendment, subject to the other provisions of the Amendment. The Amendment shall not be a legally binding contract until after the Effective Date is affixed and the fully executed Contract has been sent to the Contractor. No agency employee has the authority to verbally direct the commencement of any work under this Amendment.

This Amendment shall terminate on September 9, 2022, subject to its other provisions and the availability of funds, whether state or Federal, unless terminated earlier by either party according to the termination provisions of this Amendment. This amendment also provides an option to extend for a period of 90 days upon approval of the Department of General Services.

II. AMENDMENT AMOUNT

Subject to the availability of funds, whether state or Federal, and the other terms and conditions of this Amendment, Department will make payments up to the new maximum Contract amount of \$35,034,693.62.

III. FUNDING SOURCE(S)

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and state funding it provides to Contractors. This identification follows and includes the breakdown of Federal and state dollars provided and the related Federal and state financial assistance program name and number:

100%, CFDA 93.323, DHHS/Centers for Disease Control and Prevention, Epidemiology, Laboratory Capacity (ELC)

IV. ORIGINAL TERMS AND CONDITIONS

All other terms and conditions of the original Contract and any subsequent amendments to that Contract not changed by this Amendment shall remain in full force and effect.