

COPY – I.D

Contract #

4100085923

PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES  
Bureau of Procurement and Contract Management

GRANT AMENDMENT

Application and Enrollment Services

Maximus US Services, Inc.  
1600 Tysons Blvd, Suite 1400  
McLean, Virginia 22102  
Christopherbortz@maximus.com  
EFIN- 26-0307682  
SAP-334886

Office of Long Term Living  
Amy High/Michael Hale  
Amhigh@pa.gov/Mhale@pa.gov  
717-346-4520/717-319-4052

**For Program Office/Facility Use Only**

Are multiple agreements of this type expected? Yes  No

*If yes, avoid multiple rejections by submitting one agreement and using BPCM's feedback to improve the remaining agreements.*

**AMENDMENT 1**  
**GRANT AGREEMENT 4100085923**

This Amendment No. 1 to Grant Agreement No. 4100085923 (“Amendment”) is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), Department of Human Services (“Department” or “DHS”) and Maximus Health Services, Inc. (“Maximus” or “Grantee”), collectively with the Department, the “Parties.”

**WHEREAS**, the Parties entered into Grant Agreement No. 4100085923 (“Agreement”) on January 1, 2020;

**WHEREAS**, pursuant to the Agreement, Grantee provides application and enrollment services to eligible individuals (“Participants”) who are seeking enrollment into certain programs administered by the Department’s Office of Long Term Living (“OLTL”), including Community HealthChoices (“CHC”), a managed long-term services and supports program for older Pennsylvanians and individuals with physical disabilities, Act 150, a state funded program for Individuals with physical disabilities and other Home and Community Based Service programs;

**WHEREAS**, the Department exercised its option to extend the Agreement for an additional three-month period;

**WHEREAS**, the Parties have identified the need to further extend the Agreement to prevent a lapse in these critical services; and

**WHEREAS**, the Parties wish to amend the terms of the Agreement to extend it for one additional year.

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

1. Paragraph 1 of the Agreement is DELTED and REPLACED with the following:

The term of this grant shall be from January 1, 2020 to September 30, 2023.

2. Effective October 1, 2022, Paragraph 5 of the Agreement is DELETED and REPLACED with the following:

Subject to the availability of State and Federal funds, the Department will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total annual amount of this grant is \$42,640,340.00, and no payments shall be made under this agreement in excess of that amount. At its discretion, the Department may increase or decrease this total grant amount through a Funding Adjustment.

3. Effective October 1, 2022, Paragraph 1.a of Rider 1, Payment Provisions, is DELETED and REPLACED with the following:

- a. Subject to the availability of state and federal funds and the terms and conditions of the Grant Agreement, DHS will pay Maximus for services performed under this Grant Agreement. The Department estimates total annual payments under this agreement to be \$42,640,340.00; and DHS will not pay Maximus in excess of this amount unless increased by a Funding Adjustment pursuant to Paragraph 5 of the Grant Agreement.
4. Effective October 1, 2022, Paragraph 1.b of Rider 1, Payment Provisions, is DELETED and REPLACED with the following:
  - b. For services provided prior to October 1, 2022, the Department will make payment to Maximus in accordance with Rider 3, Budget, and, for services provided on or after October 1, 2022, the Department will make payment to Maximus in accordance with Rider 3A, Extension Budget. The Department will compensate Maximus using a monthly fee for services rendered in the prior month. For services provided prior to October 1, 2022, the Department will pay Grantee the monthly fee specified in Rider 3, Budget, and, for services provided on or after October 1, 2022, the Department will pay Grantee the monthly fee specified in Rider 3A, Extension Budget. The monthly fee is a firm fixed all-inclusive payment and Maximus is not entitled to any additional consideration, compensation, salary, wages, or any other type of remuneration for services rendered other than that provided for in this Rider 1.
5. Effective October 1, 2022, Rider 3, Budget, is SUPPLEMENTED with the attached Rider 3A, Extension Budget.
6. This Amendment shall become effective when it is fully executed by the Parties and all approvals required by Commonwealth procurement procedures have been obtained, as evidenced by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the Department until it has been fully executed, as prescribed in the preceding sentence, and sent to the Grantee.
7. Except as explicitly provided by this Amendment, the other provisions of the Agreement shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officials.

**GRANTEE**

*Jennifer Galletta*

9/19/22

SIGNATURE

Date

SIGNATURE

Date

Jennifer Galletta, Sr. Manager - Contracts

PRINT OR TYPE NAME AND TITLE

PRINT OR TYPE NAME AND TITLE

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HUMAN SERVICES**

**Secretary or Designee**

SIGNATURE

Date

**COMPTROLLER OPERATIONS**

SIGNATURE COMPTROLLER

Date

**Approved as to Legality and Form:**

**14-FA-1.0  
14-FA-3.0**

**14-FA-1.0  
14-FA-3.0**

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF HUMAN  
SERVICES

GENERAL DEPUTY GENERAL  
COUNSEL  
OFFICE OF GENERAL COUNSEL

DEPUTY ATTORNEY GENERAL  
OFFICE OF ATTORNEY

**RIDER 3A  
EXTENSION BUDGET**

Total Annual Cost	\$42,640,340.00
Fixed Monthly Fee	\$3,553,361.67