

**AMENDMENT #1  
TO THE INTERAGENCY AGREEMENT  
BY AND BETWEEN  
THE DIVISION OF MEDICAID  
IN THE OFFICE OF THE GOVERNOR  
AND  
THE MISSISSIPPI DEPARTMENT OF EDUCATION**

**(School Based Administrative Claiming)**

**THIS AMENDMENT #1** modifies, revises, and amends the Interagency Agreement by and between the **DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR**, an administrative agency of the **STATE OF MISSISSIPPI**, herein referred to as "DOM," and the **MISSISSIPPI DEPARTMENT OF EDUCATION**, an administrative agency of the **STATE OF MISSISSIPPI**, hereinafter referred to as the "Department."

**WHEREAS**, DOM and the Department entered into an Interagency Agreement for School Based Administrative Claiming (such Interagency Agreement, together with all attachments and amendments thereto, shall be referred to herein as "the Agreement");

**WHEREAS**, under and by virtue of Miss. Code Ann. § 43-13-101, *et seq.*, as amended, DOM is designated as the "single state agency" and is authorized and empowered to administer the provisions of the Medical Assistance Program as enacted by the Mississippi State Legislature in compliance with Title XIX of the Federal Social Security Act, as amended;

**WHEREAS**, under and by virtue of Miss. Code Ann. § 43-13-117(A)(5), as amended, DOM is authorized to cover the cost of the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program, including the costs of school-based EPSDT programs, under Title XIX of the Federal Social Security Act, as amended;

**WHEREAS**, DOM received approval from the Centers for Medicare and Medicaid Services (CMS) for a School Based Administrative Claiming Program to promote access to health care for students in the public school systems, prevent costly or long term health care problems for at risk students, and coordinate students' health care needs with other providers;

**WHEREAS**, under and by virtue of Miss. Code Ann. § 37-3-5, as amended, the Department is charged with the execution of all laws relating to the administrative, supervisory, and consultative services to the public schools and agricultural high schools of the State of Mississippi; and,

**WHEREAS**, Section VI (Modification or Amendment) of the Agreement provides that the Agreement may be modified or amended if such modification or amendment is mutually agreed

upon in writing by DOM and the Department.

**NOW, THEREFORE**, in consideration of the mutual undertaking and conditions as hereinafter set forth, the Agreement is amended as follows:

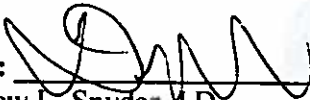
1. Section II (Period of Performance) is hereby amended to read as follows:

**II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on July 1, 2016 and shall expire on June 30, 2019, unless this Agreement is terminated pursuant to Paragraph VII (Termination). The Agreement may be extended for up to one (1) one (1) year term if mutually agreed upon in writing by both parties and subject to continuing federal authorization.

2. All other language in the Agreement shall remain unchanged and in effect through the term of the Agreement.

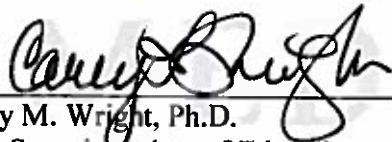
**IN WITNESS WHEREOF**, the parties have caused this Amendment #1 to be executed by their duly authorized representatives as follows:

**Mississippi Division of Medicaid**

By:   
Drew L. Snyder, J.D.  
Executive Director

Date: JUNE 29, 2018

**Mississippi Department of Education**

By:   
Carey M. Wright, Ph.D.  
State Superintendent of Education

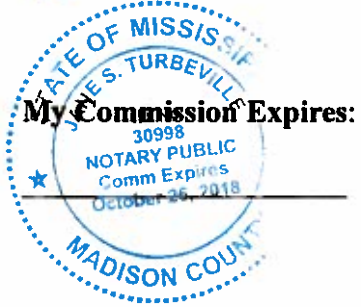
Date: 7/26/18

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**THIS DAY** personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Drew L. Snyder, J.D.**, in his official capacity as the duly appointed **Executive Director of the Division of Medicaid in the Office of the Governor**, an administrative agency of the **State of Mississippi**, who acknowledged to me, being first duly authorized by said Agency that he signed and delivered the above and foregoing written **Amendment #1** for and on behalf of said Agency, and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 27<sup>th</sup> day of June, 2018.

Jane L. Turbeville  
NOTARY PUBLIC



**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**THIS DAY** personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Carey M. Wright, Ph.D.**, in her official capacity as the **State Superintendent of Education of the Mississippi Department of Education**, an administrative agency of the **State of Mississippi**, who acknowledged to me, being first duly authorized by said Agency that she signed and delivered the above and foregoing written **Amendment #1** for and on behalf of said Agency, and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 31<sup>st</sup> day of July, 2018.

Rachael S. Ellis  
NOTARY PUBLIC

