

**AMENDMENT #4 TO THE
CONTRACT BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI
AND
STEPHEN OSHINSKY**

(Senior Eligibility Project Director and Managing Consultant)

THIS AMENDMENT #4 modifies, revises, and amends the Contract entered into between the **DIVISION OF MEDICAID** in the **OFFICE OF THE GOVERNOR**, an administrative agency of the **STATE OF MISSISSIPPI** (hereinafter “DOM”), and **STEPHEN OSHINSKY**, hereinafter referred to as “Contractor,” for the performance of professional services.

WHEREAS, on July 1, 2016, DOM and Contractor entered into a Contract for the period of July 1, 2016 to June 30, 2017 with the option to extend the Contract for up to four (4) one-year extensions;

WHEREAS, DOM and Contractor previously amended the Contract in Amendment #1, #2 and #3;

WHEREAS, DOM desires to extend the Contract for the period from July 1, 2020 to June 30, 2021; and,

WHEREAS, Article IX of the Contract states that “[m]odifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law.”

NOW, THEREFORE, in consideration of the foregoing recital and of the mutual promises contained herein, DOM and Contractor agree as follows:

1. Article II, PERIOD OF PERFORMANCE, is 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, 2021, unless this Agreement is terminated pursuant to paragraph X (Termination).

2. Article IV, COST FOR SERVICES, is amended to read as follows:

IV. COST FOR SERVICES: As full and complete compensation for the services to be provided hereunder, DOM will pay Contractor at the rates listed below:

- A. Total reimbursement shall not exceed six hundred eight thousand dollars and zero cents (\$608,000.00) for the term of this Agreement. This total reimbursement includes the maximum reimbursement amounts described in paragraphs IV.B (professional services) and IV.C (travel expenses) below.
- B. The reimbursement rate for professional services shall be sixty-five dollars and zero cents (\$65.00) per hour and shall not exceed one hundred nineteen thousand six hundred dollars and zero cents (\$119,600.00) per state fiscal year.
- C. Contractor shall be reimbursed for official DOM travel at the same reimbursement rate as provided by State statute for the employees of DOM. Reimbursement for travel expenses shall not exceed ten thousand dollars and zero cents (\$10,000.00) for the term of this Agreement and shall not exceed two thousand dollars and zero cents (\$2,000.00) per state fiscal year.

3. Article XXXVIII, PRIORITY, is hereby amended to read as follows:

XXXVIII. PRIORITY: The contract consists of this Amendment #4, Amendment #3, Amendment #2, Amendment #1, and the original Agreement. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this Amendment #4, and, if still unresolved, by reference to Amendment #3 and, if still unresolved, by reference to Amendment #2 and, if still unresolved, by reference to Amendment #1, and, if still unresolved, by reference to the original Agreement. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

4. All other provisions of the Contract shall remain unchanged and in effect for the term of the Contract. It is further the intent of the parties that any inconsistent provisions not addressed by the above amendment are modified and interpreted to conform with this Amendment #4.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be executed by their duly authorized representatives as follows:

Mississippi Division of Medicaid

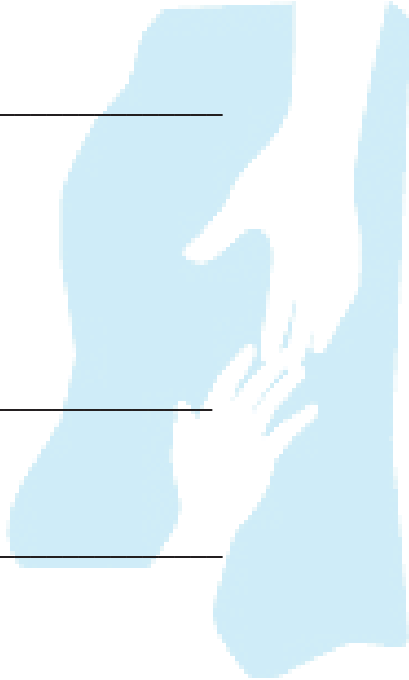
By: _____
Drew L. Snyder
Executive Director

Date: _____

Stephen Oshinsky

By: _____
Stephen Oshinsky

Date: _____



MISSISSIPPI DIVISION OF
MEDICAID

A light blue curved line graphic, resembling a stylized wave or a decorative underline, positioned below the word "MEDICAID".

STATE OF MISSISSIPPI
COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Drew L. Snyder**, 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 Contractual Amendment #4 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 ___ day of _____, A.D., 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF _____
COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Stephen Oshinsky**, who acknowledged to me, that he/she signed and delivered the above and foregoing written Contractual Amendment #4, as his/her official act and deed on the day and year herein mentioned.

GIVEN under my hand and official seal of office on this the ___ day of _____, A.D., 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
