

JOINT POWERS AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES, DIVISION OF MEDICAL SERVICES
AND
SOUTH DAKOTA DEPARTMENT OF HEALTH, DIVISION OF HEALTH AND MEDICAL SERVICES

The South Dakota Department of Social Services, Division of Medical Services (hereinafter DSS) and the South Dakota Department of Health, Division of Health and Medical Services (hereinafter DOH), hereby enter into a Joint Exercise of Governmental Powers Agreement pursuant to SDCL §§ 1-24-2 through 1-24-9. The purpose of this agreement, as required by federal legislation for the State Title V, Block Grant and as more specifically set forth below, is to promote high quality health care and services for South Dakota Medicaid program recipients. SCL 1-24-4(3). This Agreement does not establish a separate legal entity and the Administrator Office of Medical Services, and the Administrator of the DOH Office of Family & Community Health Services, are the administrators responsible for administering this cooperative undertaking, SDCL §§ 1-24-4(2), 1-24-5(1). This Agreement does not involve real or personal property. SDCL 1-24-5(2). A copy of this Agreement shall be filed with the State Attorney General and the Legislative Research Council not more than 14 days after being executed. SDCL 1-24-6.1.

WHEREAS, DSS and DOH intend to promote high quality health care and services for recipients under the South Dakota Medicaid Program;

WHEREAS, DSS and DOH intend to comply with state and federal statutes, regulations, and guidelines requiring the proper expenditure of public funds for the administration of a medical assistance program;

WHEREAS, DSS and DOH intend to assure services provided under Title XIX, Title V and Title XXI are consistent with the needs of recipients, and DSS and DOH objectives and requirements;

WHEREAS, DSS and DOH intend to maximize utilization of Maternal and Child Health Services by DSS in the provision of medical assistance;

WHEREAS, DSS and DOH intend to maximize utilization of the South Dakota Medicaid Program by DOH in the provision of Maternal and Child Health Services; and

WHEREAS, DSS and DOH believe it is an efficient use of state resources to undertake this joint agreement demonstrating the commitment of both parties to ongoing collaboration.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DSS agrees to:

- A. Refer Title XIX and Title XXI eligible children under 21 years of age to DOH Children's Special Health Services (CSHS) whose medical condition has existed or is expected to exist for two (2) years or more, requires evaluation, consultation and medical treatment.
- B. Provide information to DSS Medicaid program participants regarding services, risk assessment, or other potential services offered through the local Family Planning Clinic or other family planning providers.
- C. Refer all Title XIX pregnant women to the Community Health Services Program.
- D. Refer all known pregnant, postpartum and breastfeeding women, and infants/children (0 – 4 yrs.) potentially eligible for the Supplemental Nutrition Program for Women, Infants, and Children (WIC Program), to the WIC Program for potential services.
- E. Accept financial responsibility for reimbursement of medically necessary preventive, diagnostic, medical or remedial care and services provided to any individual under 21 years of age, or any individual who is pregnant, to the extent of that individual's medical assistance entitlement.
- F. Accept responsibility for payment of services within the scope of the Medicaid program provided by any of the eligible individuals in accordance with fees allowed through the South Dakota Medicaid Program, and South Dakota Department of Health Programs.
- G. Consult with DOH in developing the standards and periodicity and vaccination schedules for the Early Periodic Screening Diagnostic Treatment (EPSDT) program with DOH.

II. DOH agrees to:

- A. Refer to DSS all those children under 21 years of age and women of child-bearing age in need of preventive, diagnostic, medical or remedial care and services and who are, or may be, eligible for medical assistance under the terms and conditions of participation established by DSS.

- B. Inform any Title XIX/Children's Health Insurance Program (CHIP) eligible families with children about the EPSDT (EPSDT) program and periodicity/vaccination schedules and will refer all Title XIX eligible children to the child's attending physician for completion of an EPSDT screen.
 - C. Identify pregnant women and infants who are potentially eligible for Title XIX and assist them in applying to the Title XIX program.
 - D. Identify potentially eligible children and assist them in applying for the CHIP Program.
 - E. Participate in the establishment of periodicity schedules and content standards for the EPSDT program.
 - F. Provide risk assessments and other services to Title XIX and Title XXI eligible pregnant women potentially in need of the administrative case management activities.
 - G. Participate in the outreach efforts of the CHIP program by providing information with health fairs, immunization clinics, Community Health Services Offices, and Public Health Alliance offices.
 - H. Provide a toll-free telephone number for use by parents and consumers to access information about physicians, practitioners, and other health care providers in South Dakota.
- III. Both DSS and DOH agree to:
- A. Use their best efforts to enhance coordination between departments by establishing procedures for the early identification of individuals under 21 years of age in need of preventive, diagnostic, medical or remedial care and services provided by either department.
 - B. Retain the sole and exclusive right to determine eligibility for, and the extent of entitlement to, benefits or services provided to, or on behalf of, any individual under law or any rules and regulations adopted by each respective department.
 - C. Provide data to other entity as needed for reporting at the federal or state level.

- D. Designate a professional staff person on behalf of each department to act as the liaison for the activities contained in this agreement.
- E. Enhance coordination between departments by establishing procedures for the early identification of pregnant women in need of medical care and services provided by either department.

IV. OTHER PROVISIONS:

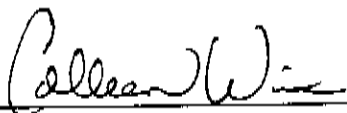
- A. Term and Termination: This agreement becomes effective and remains in effect for a period of five years from the date both parties sign this agreement or such time a change in scope is needed by either party. This agreement may be terminated upon thirty (30) days written notice to the other party.
- B. Amendment: This agreement contains the entire agreement between the parties and is subject to, and will be construed under, the laws of the State of South Dakota, and may be amended only in writing and signed by both parties. Each such amendment shall be attached to, and become a part of, this agreement.

AUTHORIZED SIGNATURE APPROVAL AND ACCEPTANCE

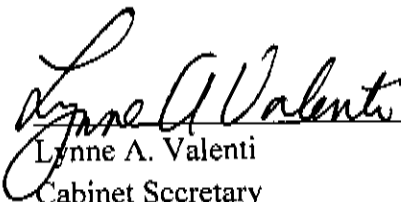
In Witness whereof, the South Dakota Department of Social Services and the South Dakota Department of Health mutually agree and accept this agreement.

DEPARTMENT OF HEALTH

DEPARTMENT OF SOCIAL SERVICES



Colleen Winter (date) 10/4/10
Division Director
Division of Health and Medical Services
Telephone: (605) 773-4780



Lynne A. Valenti (date) 10/27/10
Cabinet Secretary
Department of Social Services
Telephone: (605) 773-3495

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SOUTH DAKOTA DEPARTMENT OF HEALTH
AND THE
SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES**

*Antimicrobial Stewardship
Emergency Room Use for Dental Issues
Chronic Disease Analysis*

Amendment #1

Purpose

This agreement sets forth the terms and conditions under which the Department of Health (hereinafter referred to as DOH) may obtain and use Medicaid claims data from the South Dakota Department of Social Services Medicaid (hereinafter referred to as DSS) for the following purposes:

- 1) Medicaid claims data analysis regarding recipients treated at inpatient and outpatient settings. The result of this analysis will be reported back to DSS and DOH and will assist the state in developing antimicrobial stewardship policy, measuring baseline of antimicrobial prescription practices, and monitoring progress towards reduction of overuse and misuse of antibiotics.
- 2) Claims analysis regarding recipients presenting to the emergency room (ER) for dental concerns. The results of this analysis will be reported back to DSS and will assist the state with ER diversion planning and efforts.
- 3) Chronic disease analysis to identify trends and improve quality of care. Results of analysis will be reported back to DSS.
- 4) Other analysis as agreed upon in writing and approved by executive management providing a partnership between DSS and DOH. All results of analysis will be reported back to DSS.

This agreement will specify each agency's responsibilities, safeguarding and confidentiality requirements, terms of the agreement and designation of agency contact persons.

Responsibilities

1. DSS agrees to provide DOH an electronic file by secure FTP containing claims information to be used strictly for the purposes outlined in this Memorandum of Understanding. Access to the Medicaid Management Information System (MMIS) may be granted with limited access to necessary files to be used for additional clarification.

2. DOH agrees to provide DSS with results of statistical analysis.

Safeguarding and Confidentiality

DOH agrees to the following limitations on the disclosure and use of information provided by DSS:

1. DOH agrees to limit the use of DSS's Medicaid Claims data to purposes outlined in this Memorandum of Understanding. The information gathered from this analysis can be used to fulfill grant requirements and to see additional grant dollars without further approval of DSS. DOH further agrees not to release information that could potentially identify specific recipients or providers and the services provided to or by them.
2. DOH agrees to the following conditions regarding safeguards to protect data furnished by DSS from unauthorized use or disclosure:
 - To limit access to the data to those employees and officials who require the data to perform their official duties in connection with this Memorandum of Understanding;
 - To store data in an area that is physically and electronically safe from access by unauthorized persons;
 - To advise all personnel who will have access to the data to the confidential nature of the information and the safeguards required; and
 - All DOH personnel who will have access to the data will sign a confidentiality agreement.

Terms of Agreement

This Agreement will be automatically renewed each year by the authorized representatives of the DOH and DSS. This Agreement will be automatically renewed each year unless the DOH or DSS gives written notice of intention not to renew at least 30 days prior to the renewal date. This Agreement may be modified at any time upon the mutual consent of DOH and DSS. Any such modification shall be attached to this agreement and become part thereof.

This Agreement may be terminated at any time with the consent of both Departments. Either Department may terminate the agreement upon written notice to the other Department, in which case the agreement will terminate on the date specified in the notice.

This Agreement begins August 1, 2015 and ends December 31, 2016, and can be renewed on an annual basis thereafter.

Contact Persons

The Department of Health contact person is:

Ashley Miller
Department of Health
1200 N West Avenue
Sioux Falls, SD 57104
(605) 367-4342

The Department of Social Services contact person is

Andi Anderson
Department of Social Services
700 Governors Drive
Pierre, SD 57501-2291
(605) 773-3495

South Dakota Department of Health

By: Kim Malsam-Rysdon

Kim Malsam-Rysdon

Secretary of Health, Department of Health

Date 8/27/15

South Dakota Department of Social Services

By: Lynne A Valenti

Lynne A. Valenti

Cabinet Secretary, Department of Social Services

Date 8/21/15