

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

The South Dakota Department of Social Services, Office 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 more specifically set forth below, is to promote high quality health care and services for Medical Assistance program recipients. SDCL 1-24-4(3). This Agreement does not establish a separate legal entity and the Administrator Office of Medical Services, currently Larry Iversen, and the Administrator of the DOH Office of Family Health, currently Kayla Tinker, 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 Medical Assistance 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 and Title V 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 Medical Assistance 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 undertaking 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 eligible children under 18 years of age to DOH Children's Special Health Services (CSHS) whose physical functions and movements are, or appear to be, impaired by reason of congenital deformity or defect, chronic disease or disabling illness.
 - B. refer all sexually active women of child bearing age and their male partners in need of contraception counseling to the local Family Planning Clinic or other family planning providers for services, risk assessment or other potential services as described in the "Consultant Contract/Letter of Agreement for Consultant Services", attached hereto and incorporated herein as Attachment A.

- C. refer all Title XIX pregnant women to the Community Health Services Program.
- D. refer all known pregnant, postpartum and breastfeeding women, and young children 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 Medical Assistance Program provided by any of the eligible individuals in accordance with fees allowed through the Medical Assistance 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 eligible pregnant women potentially in need of the administrative case management activities as described in Attachment A.
- 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. make such reports, in such form and containing such information as the Secretary of the United States Department of Health and Human Services may from time-to-time require, and comply with such provisions as he/she may from time-to-time find necessary to assure correctness and verification of such reports.
- 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 one year from the date both parties sign this agreement. 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 SOCIAL SERVICES

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