

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

**Introduction**

This agreement sets forth the terms and conditions under which the Department of Health (hereinafter referred to as DOH) and the South Dakota Department of Social Services (hereinafter referred to as DSS) will share state resources and data for ongoing collaboration to promote high quality health care and services. DSS and DOH will meet on a quarterly basis to discuss collaboration activities.

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

**DOH Responsibilities**

1. 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.
2. Inform any Title XIX/Children's Health Insurance Program (CHIP) eligible families with children about the 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.
3. Identify pregnant women and infants who are potentially eligible for Title XIX and assist them in applying to the Title XIX program.
4. Identify potentially eligible children and assist them in applying for the Title XIX/CHIP Program.
5. Participate in the establishment of periodicity schedules and content standards for the EPSDT program.
6. Provide risk assessments and other services to Title XIX and Title XXI eligible pregnant women potentially in need of the administrative case management activities.
7. 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.
8. 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.

**DSS Responsibilities**

1. 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.

2. 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.
3. Refer all Title XIX pregnant women to the Community Health Services Program.
4. 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.
5. 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.
6. 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.
7. Consult with DOH in developing the standards and periodicity and vaccination schedules for the Early Periodic Screening Diagnostic Treatment (EPSDT) program with DOH.
8. Provide client demographic data from the Supplemental Nutrition Assistance Program (SNAP) and Medicaid to DOH as a method of identifying eligible WIC clients.
9. Provide Medicaid claims data for WIC eligible services to WIC to ensure services are not duplicated by WIC and Medicaid.

Both DOH and DSS agree to:

1. Meet quarterly to discuss collaboration activities.
2. Use their best efforts to enhance coordination between departments to establish procedures for ensuring recipients receive necessary outreach, referrals, and preventative, diagnostic, medical care and services.
3. 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.
4. Provide data to other entity as needed for reporting at the federal and state level and to promote high quality healthcare and services for recipients under the South Dakota Medicaid program.
5. Designate a professional staff person on behalf of each department to act as the liaison for the activities contained in this agreement.

#### **Safeguarding and Confidentiality**

DOH and DSS agree to the following limitations on the disclosure and use of information provided and shared:

1. DOH and DSS agree to limit the use of data to 1) the identification of program eligible clients, and 2) required federal and state reporting.
2. DOH and DSS agree to share only minimum necessary data to promote high quality health care and ensure services are not duplicated by DOH and DSS.
3. DOH and DSS further agree to not release information that could potentially identify specific recipients to third parties.
4. DOH and DSS agree to the following conditions regarding safeguards to protect data furnished from unauthorized use or disclosure:
  - a. 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;
  - b. To store data in an area that is physically and electronically safe from access by unauthorized persons; and
  - c. To advise all personnel who will have access to the data of the confidential nature of the information and the safeguards required.

#### Terms of Agreement

The term of this Agreement shall become effective on the date the last required signature is affixed to this Agreement and continue for a four-year period expiring June 30, 2024. 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 upon written notice to the other Department, in which case the agreement will terminate on the date specified in the notice.

The Department of Health contact person is Colleen Winter, Division Director, Health and Medical Services, 600 E. Capitol Ave., Pierre, SD 57501, (605) 773-3737.

The Department of Social Services contact person is Bill Snyder, Division Director, Department of Social Services, Division of Medical Services, 700 Governors Drive, Pierre, SD 57501-2291, (605) 773-3495.

This agreement is executed this 9<sup>th</sup> day of June, 2020.

By: Kim Malsam-Rysdon  
Kim Malsam-Rysdon, Secretary  
Department of Health

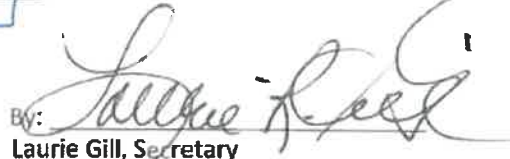
By: Laurie Gill  
Laurie Gill, Secretary  
Department of Social Services

**AMENDMENT TO MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**SOUTH DAKOTA DEPARTMENT OF HEALTH**  
**AND THE**  
**SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES**

1. It is mutually understood that the following will be added to the section "Both DOH and DSS agree to" on page 2:
  6. Provide data to other entity as needed for the prevention of maternal morbidity and mortality.
2. It is mutually understood that the following will be added to the first point in the section "Safeguarding and Confidentiality" on page 3:
  - 3) promote high quality healthcare and services for recipients under the South Dakota Medicaid program
  - AND
  - 4) prevent maternal morbidity and mortality
3. That all remaining provisions contained within the currently existing memorandum of agreement shall remain in full force and effect.

This amendment is executed this 9<sup>th</sup> day of May, 2022.

By:   
Joan Adam, Secretary  
Department of Health

By:   
Laurie Gill, Secretary  
Department of Social Services