INTERGOVERNMENTAL AGREEMENT BETWEEN

SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES (DSS), AND

SCHOOL DISTRICT NO. _____, aka _____
PUBLIC SCHOOLS

ADMINISTRATIVE OUTREACH AND CASE MANAGEMENT through
EARLY & PERIODIC SCREENING, DIAGNOSIS AND TREATMENT (EPSDT)

STATEMENT OF PURPOSE

The South Dakota Department of Department of Social Services (DSS) and _____, hereinafter referred to as "School District", in order to provide the most efficient, effective administration of Title XIX and Title XXI of the SSA, Early and Periodic Screening, Diagnosis and Treatment (EPSDT) provision, hereby agree to the conditions included in this Intergovernmental Agreement. The provision of EPSDT Administrative Outreach and Case Management by the School District has been determined to be an effective method of assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children residing within the boundaries of the School District.

DSS recognizes the unique relationship that the School Districts have with EPSDT eligible clients and their families. It further recognizes the expertise of the School Districts in identifying and assessing the health care needs of EPSDT eligible clients and in planning, coordinating and monitoring the delivery of preventative and treatment services to meet their needs. These activities aid the potential EPSDT eligible recipient to gain eligibility, access screening services, follow-up on referrals to additional medical providers, establish a medical home for the child, develop and coordinate a service plan, follow through on the case plan and assist the family in becoming able to meet its child's needs in such a way that they are able to function at an optimal level with minimal intervention. DSS, in order to take advantage of this expertise and relationship, enters into this Intergovernmental Agreement with the School District for EPSDT Administrative Outreach and Case Management.

DSS and the School District enter into this Intergovernmental Agreement with full recognition of all other existing agreements which DSS may have developed for services to Title XIX and Title XXI eligible clients living within the School District boundaries and which are currently included in the Medicaid State Plan.

DSS and the School District shall designate state/local liaison staff to interact in the proper and efficient performance of this Intergovernmental Agreement.

I. MUTUAL OBJECTIVES

1. Assure that all Title XIX and Title XXI eligible clients under the age of 21 and their families are informed of the EPSDT benefit and how to access it.

2. Assure that assistance is provided to children and their families in determining their eligibility for participation in South Dakota's Medicaid plan.

3. Assure early and appropriate intervention and screening so that diagnosis and treatment occur in a timely manner.

4. Establish a medical home for those Medicaid eligible children receiving EPSDT service coordination activities.

5. Assure that services are of sufficient amount, duration and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

6. Assure that services are provided by appropriate Medicaid enrolled providers for the correction or amelioration of conditions identified through a periodic or interperiodic EPSDT screen.

II. RESPECTIVE RESPONSIBILITIES

DSS agrees to:

1. Reimburse the School District the Title XIX and Title XXI federal share of actual and allowable costs for EPSDT administration provided by staff based upon a time accounting system which is in accordance with the provisions of OMB Circular A-87 and 45 CFR parts 74 and 95; other expense and equipment costs necessary to collect data, disseminate information and carry out the staff functions outlined in this agreement. The rate of reimbursement for eligible administrative costs will be 50%. Changes in federal regulations affecting the matching percentage and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement, will be applied as provided in the regulations.

2. Provide the School District access to any public information necessary to properly provide the EPSDT Administrative Outreach and Case Management.

3. Develop and conduct periodic quality assurance and utilization reviews in cooperation with the School District. Federal oversight staff may also conduct reviews.

4. Provide initial training and technical assistance to staff of the School Districts regarding the responsibilities assumed within the terms of this agreement.

5. Conduct in-service training sessions for participating School Districts on a periodic basis.

6. Provide necessary consultation to the School District on issues related to this agreement as needed.

The School District agrees to:

1. Provide, to the greatest extent possible, EPSDT Administrative Outreach and Case Management as an instrument for DSS to aid in assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children and their families residing within the district's boundaries. The School District shall develop and retain in its records an internal process for measuring the progress of the district toward attainment of the Program goals. The following list of activities has been identified as appropriate for providing the Administrative Case Management function.

   a. Provide outreach activities:
      Informing eligible or potentially eligible individuals about Medicaid and how to access Medicaid, describing the range of services covered under Medicaid and explaining how to obtain Medicaid preventative services.

   b. Assist children and families to establish Medicaid eligibility:
      Making referrals to the appropriate local Department of Social Services Office for eligibility determination, and, when designated by DSS, assisting the applicant in the completion of the Medicaid application forms, collecting information, and assisting in reporting any required changes affecting eligibility.

2. Provide, to the greatest extent possible, assistance to eligible children and their families in establishing a medical home as defined in the South Dakota Medicaid Program. A medical home is a coordinated, comprehensive, continuous health care program to address the child's primary health needs. The medical home should provide or make arrangements for after hours care, and coordinate a child's specialty needs. The medical home should follow the screening periodicity schedule and perform interperiodic screens when medically necessary. Coordination activities include, but are not limited to:

   a. Making referrals and providing related activities for EPSDT screens in accordance with the periodicity schedule set out in South Dakota Medicaid Program. EPSDT screens include comprehensive health and developmental, mental health, vision, hearing and dental screens.

   b. Making referrals and providing related activities for evaluations that may be required as the result of a condition identified during the child's screen.

   c. Provide case planning and coordination. This activity includes assistance to the client and the family in facilitating a case or service plan, including Individual Education Program (IEP) and Individualized Family Service Plan (IFSP) activities related to health needs. Activities include, but are not limited to:

      - Identifying and providing assistance for medically necessary and educationally relevant services required as the result of any regular, periodic, or interperiodic, EPSDT screen;
      - Assisting children and families in accessing immunization services and scheduling appointments;
      - Making referrals, arranging and coordinating prenatal, post-partum, and newborn medical services;
      - Arranging and coordinating nutritional counseling or medical services for children with medical needs including, but not limited to, gross obesity, diabetes, anorexia, or bulimia; and

- Arranging for and coordinating transportation for children and families to obtain medical screenings and services.
- Provide anticipatory guidance to caretakers relating to specific medical needs of a child.
- Follow procedures in methodology related to monitoring and financial management.

It is understood by both parties that the ability of each School District to carry out the above provisions will vary, and that each School District will endeavor to continually improve access to needed health care services for children within its boundaries.

3. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only for administrative, technical assistance and coordination.

4. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS any federal funds which are deferred and/or ultimately disallowed arising from the administrative claims submitted by DSS on behalf of the School District.

5. Consult with DSS on issues arising out of this agreement.

6. Conduct all activities recognizing the authority of DSS in the administration of the State Medicaid Plan on issues, policies, rules and regulations on program matters.

7. Complete time studies, including the use of Activity Codes required in the South Dakota Public Schools Medicaid Administrative Claiming Guide, under requirements contained in the Guide. Maintain all necessary cost, time study and claim information for a minimum of five (5) years to support the claims and provide DSS or federal representatives any necessary data for auditing purposes.

8. Complete claims under approved DSS and federal methodology. Submit claims on a quarterly basis.

9. Allow DSS to bill a quarterly Consortium claim preparation fee of $87,500, prorated to each District member of the Consortium on the basis of their respective federal claim amount.

III. PROGRAM EVALUATION PLAN

A designated representative from DSS and/or its agents and representatives of the School Districts shall meet annually for the purpose of program review and evaluation of policies for implementing the provisions of the intergovernmental agreement. The School District agrees to provide information needed to measure outcomes included in the State evaluation plan.

IV. ASSURANCE OF COMPLIANCE WITH STATE METHODOLOGY

The School District assures DSS that it will comply with the provisions of the State methodology for claiming and will provide information needed by DSS, including School District enrollments, staff positions included in the cost pool, and adhere to the School District training schedule and submittal of the School District's federal indirect cost rate or methodology.

V. CERTIFICATION OF FEDERAL MATCH

As the local public official signing this agreement, it is certified that:

(1) A public appropriation of funds has been expended that meets federal matching requirements under Titles XIX and XXI of the SSA (Medicaid and State Children's Health Insurance Program) for the amounts claimed as necessary to carry out the activities under this intergovernmental agreement.
(2) Expenditures used as the matching funds for the activities under this intergovernmental agreement can be found within our local government accounting system, and no other federal funds are being used as the local match to the federal Medicaid and State Children's Health Insurance Program funds, other than those that have been noted as specifically allowable for match under federal law.
(3) When submitting claims for services under this intergovernmental agreement, no duplication of a previous claim will be made.

VI. PARTICIPATION IN STATEWIDE CONSORTIUM

In order to participate in the South Dakota Public Schools Medicaid Administrative Claiming Program, all South Dakota Public School Districts must be members of the South Dakota Medicaid Consortium. This Consortium is established to pool staff for the purposes of training, time study methodology and sampling activities. This Consortium is necessary to maintain accuracy and integrity within the claiming program due to the limited number of children in many of the South Dakota School Districts. This Consortium will not pool School Districts' Medicaid eligibility rates or School Districts' expenditures for the cost pool or reimburse School Districts based on an average consortium rate. The District herby agrees to become a member of the South Dakota Public Schools Medicaid Consortium.

VII. TERMS OF THIS AGREEMENT

The contract period of this Intergovernmental Agreement is September 1, 2005 through August 31, 2009. This agreement may be cancelled any time upon agreement by either party. Sixty (60) days prior notice in writing to the other party shall be provided prior to cancellation, however, that reimbursement shall be made for the period when the contract is in full force and effect.

_____	_____
Secretary, Department of Social Services	Date
_____	_____
District Superintendent	Date
_____	_____
School District Name	District Number
Contract No. _____	Approval Date _____