

**MEMORANDUM OF UNDESTANDING 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  
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The Department of Social Services contact person is

Andi Anderson  
Department of Social Services  
700 Governors Drive  
Pierre, SD 57501-2291  
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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