

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State South CarolinaCOOPERATIVE ARRANGEMENTS WITH STATE HEALTH AND STATE VOCATIONAL REHABILITATION AGENCIES

The following is a description of the cooperative arrangements with the State and local agencies by means of which the services administered or supervised by those agencies will be utilized to the maximum degree and will be coordinated with the medical care and services provide by the State Agency under the plan:

AGREEMENT BETWEEN VOCATIONAL REHABILITATION AND THE DEPARTMENT OF SOCIAL SERVICES

The South Carolina Department of Social Services and the South Carolina State Agency of Vocational Rehabilitation entered into an agreement for the purpose of describing the cooperative relationship between the two agencies. The State Department of Social Services and the Vocational Rehabilitation Department agree to use the facilities of each agency for rehabilitating applicants and recipients for medical, financial, and rehabilitation assistance. This agreement includes referrals, sharing of information between agencies on clients, and to respect the confidential nature of information by either agency.

The two agencies will collaborate on cases with both agencies combining its efforts and resources to provide needed financial, social and medical services for the purpose of providing self-supporting employment and economic independence and enhancing family functioning.

The Department of Social Services will make provisions for early access to medical and remedial care available under the Medicaid program and provide for early identification and referral of vocational rehabilitation clients. The Department of Social Services will provide continuing financial support while in the process of vocational rehabilitation and further will not deduct from assistance payments amounts provided by the Vocational Rehabilitation Agency.

Included in the Vocational Rehabilitation Program are specific services such as counseling, work adjustments, job training, placement and follow-up services as required for successful entry into and maintenance of suitable employment.

AGREEMENTS BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL.Survey and Certification:

The South Carolina Department of Social Services (DSS), the single state agency responsible for administering the South Carolina plan for the Medical Assistance Program (Title XIX), entered into a cooperative agreement with the South Carolina Department of Health and Environmental Control, (DHEC). Under this agreement the Department of Health and Environmental Control, the single state agency responsible for determining compliance of skilled nursing facilities participating in Title XIX, is given the duties of surveying and certifying such facilities for compliance with Federal standards for participation in the Medicaid program. These duties are carried out in accordance with all State and Federal Regulations.

SCCAP 81-8
Effective Date 7-1-81
RO Approval 10-16-81

Family Planning Services:

DSS entered into a cooperative agreement with DHEC for Family Planning Services. Under this agreement DHEC agreed to furnish Family Planning Services as provided for under applicable Federal Regulations and State Law to all individuals who are eligible for Social Services in South Carolina. DSS agreed to purchase these services as performed by or under the supervision of professional personnel in the DHEC.

Physician Services:

DSS entered into a cooperative agreement with DHEC for Physician Services. Under this agreement DHEC agreed to furnish physician services to all individual who are eligible for Medical Assistance, and DSS agreed to purchase these services as performed by or under the supervision of licensed physicians.

Early Periodic Screening and Diagnosis Treatment:

A contract exists between DSS and DHEC for the purchase of early screening services. These services conform to those outlined in DHHS regulations (42 CFR Part 441). It covers children and young adults from birth to 21 years of age. The service covers initial and periodic screening evaluations. Current contract is on an encounter fee for services rendered. (DSS contracts with comprehensive health centers, rural health centers, outpatient hospital clinics, school districts, and physicians to provided EPSDT screening at the encounter fee per screening).

Home Health Services:

An agreement exists between DSS and DHEC to furnish home health services as defined in P.L. S9-97, Section 1861(m) SSH. These services are provided to eligible patients affected by illness or disability as attested to by an attending physician. a review of the patient's medical plan is accomplished every two (2) months.

Hearing Aids:

An agreement exists between DSS and DHEC (Crippled Children's Program) to furnish prescribed hearing aids to eligible Medicaid recipients under the age of 21 years. The service covers initial evaluation equipment and repair services.

The Department of Social Services has executed other intra-agency agreements which are on file in the State Agency.

SC 81-11
Effective Date 12-1-80 HUD
3-31-81 Head Start
RO Approval 9-28-81

AGREEMENT

between

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES (DSS)

and

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC)

The parties to this agreement will coordinate and cooperate in efforts to improve the health status of Medicaid eligible children one to six years of age who are found to have elevated blood lead levels as follows:

DHEC will:

1. Conduct door-to-door erythrocyte protoporphyrin/blood lead screening in high risk areas and in Child Health and WIC clinics to identify children with elevated blood lead levels.
2. Make initial home visits to assess the patient/family/home situations and to conduct the epidemiological investigation to identify the source of the hazard for lead intoxicated children.
3. Request DSS personnel at the county level to assist eligible recipients in receiving necessary medical management, including but not limited to, the need for alternate housing.
4. Effect lead hazard reduction.
5. Provide health education and training.

DSS will for eligible recipients:

Assist recipients in understanding the necessary Program services, including but not limited to, identifying available Community resources for alternative housing placement until the environmental hazard is reduced and/or eliminated.

In witness thereof, DSS and DHEC, by their authorized agents, have executed this contract as of December 1, _____, 1980.

As to South Carolina Department of
Health and Environmental Control:

By: Cecil D. Seigler
Deputy Commissioner for Administration
(title)

WITNESSES:

Bob N. Gunter

Donna D. Culbreath

As to South Carolina Department
of Social Services:

By: Virgil L. Conrad
Commissioner
(title)

WITNESSES:

By: Willie Jean Templeton

Mary K. Hornsby

P U R P O S E

This Inter-Agency Administrative Work Plan was prepared under the requirement of CFR451.10 and Part 5 (Section 5-40-00) of the Medical Assistance Manual, Health Care Financing Administration. The purpose of this plan is to establish guidelines for cooperation and coordination in delivering services to Title XIX EPSDT Recipients. The Plan provides for joint planning, evaluation, decision making and monitoring services to be delivered. It outlines the responsibilities of the parties concerned, provides management flexibility in addressing required program changes and agency needs and requirements.

1. Objectives - Through agency cooperation under the EPSDT screening contract, the two parties agree to work toward a goal to screen 32.343 eligible recipients.
 - a. DHEC will maintain adequate health service records to be easily accessible to Title XIX auditors.
 - b. DSS and DHEC State Office staff will participate in technical assistance sessions for program information and procedural update.
 - c. Through the joint immunization project, reduce the percentage of EPSDT eligibles not immunized by a realistic percentage. This joint effort began April 1, 1978, and is being monitored for progress.
 - d. To coordinate with other agencies and organizations concerning developmental disabilities and lead screening.
 - e. DSS will assist DHEC in developing improved procedures for identifying Medicaid eligibles. The Privacy Act and Freedom of Information Act must be considered as to limitations concerning confidentiality.

II. Services included in the screening package.

- a. History - Medical, birth, developmental, behavioral and family and environmental.
- b. Appraisal by the nurse to include physical, nutritional, dental and developmental assessments.
- c. Counseling, teaching and anticipatory guidance.
- d. Routine Screening: Hematocrit and/or hemoglobin, audiometric and visual.
- e. Optional Screening Services: protein, lead, parasite, sickle cell, PPDS, G.C. and STS, where indicated.
- f. Assessment of immunization status and up-dating immunizations.
- g. Denver Development Screening Test (DDST) when the physical or P.D.Q. appraisal reveals delayed growth and development and is essential for the completion of screening.
- h. Treatment of low hematocrit/hemoglobin, positive PPDS, positive G.C. and STS.
- i. Conference for identified problems, when a child needs close health supervision, and enroll in Child Health those children five and under with identified problems.
- j. Eligible age for EPSDT screening - birth to 21 years of age.
- k. Follow-up will be accomplished through coordinated efforts between local DSS and DHEC staff.
- l. Confidentiality - all safeguards must be observed.
- m. Work to increase coordination through exchange of information concerning coverage under both Titles XIX and V in order to reduce duplication and improve the development of continuity in service delivery.

- III. Arrange for early identification of individuals under 21 years of age in need of medical and remedial care and service.
 - a. EPSDT recipients are informed in writing of EPSDT services at least once annually at intake and referral in the local office. Pamphlets and brochures are available for EPSDT recipients in the local offices.
 - b. EPSDT eligibles are periodically screened once every three years - identification of eligibles to be screened generated by DSS Central Office. Revision of periodicity schedule will be addressed annually.
 - c. DSS transportation - required identification of capability by geographic needs of both parties.
 - d. Areas to receive greater emphasis FY 80-81 are immunization update, developmental disabilities, nutritional counseling and priority infants.
- IV. Cooperative and collaborative relationships at the state level.
 - a. State level policy assessment and planning sessions - DSS and DHEC - quarterly.
 - b. Local level policy application, supervision and monitoring - assist in encouraging collaboration between DSS and DHEC district staff by state office staff.
- V. The kinds of services to be provided by local agencies.
 - a. List clinic schedules.
 - b. Increase distribution of information about services and clinics available.
- VI. Arrangements for reciprocal referrals.
 - a. Coordination through enhanced program and service information.
 - 1. Explanation of DHEC of available services through program manual and patient contact.
 - b. Referrals - subsequent to screening - DSS.
 - 1. DHEC staff will indicate in order of perceived significance, problems needing referral and/or follow-up.
 - 2. Provide in service training to select staff - DSS and DHEC at the local level.
 - c. Coordinate services rendered at the Child Health Conference in order to incorporate the information as screening of eligible recipients.
- VII Arrangements for payments or reimbursements.
 - a. Stated in screening contract.

- VIII. Arrangement for the exchange of reports of services to EPSDT recipients.
 - a. DSS Screen Billing Report - IDT - Monthly
 - b. DHEC - develop no show percentages to be reported - quarterly.
 - c. DHEC - reports on deficient immunizations - present project - quarterly.
 - d. DSS - provide DHEC with information copy of EPSDT Progress and Information Report - quarterly.
- IX. Methods to coordinate plans relating to EPSDT recipients.
 - a. State DHEC Child Health and DSS EPSDT staff will meet quarterly to review and discuss reports, plans, contracts and problems for that quarter.
 - b. Screening - review the conditions in the screening clinics - the number of clinics and staffing patterns in terms of demand for services.
 - c. Assessment of percentage of screening goal accomplishment - variables involved - fluctuations in eligibility - economic factors.
 - d. Study high risk areas.
 - e. Select and encourage involvement of county staff to raise problems and provide input.
 - f. Review for the DHEC staff the use of DSS 1724 Form - its proper completion, signatures, retention of copies.
- X. Plans for joint evaluation of policy.
 - a. Insure that policy papers that pertain to EPSDT Program (i.e., provider memoranda) are exchanged.
 - b. Meet once annually to review policies for fiscal year planning or to review major policy revisions or changes upon the request for either agency.
- XI. Arrangement for periodic review of the agreements and joint planning for changes in the agreements:
 - a. Review agreement annually prior to renewal date.
 - b. Define approve authority and mechanism for change.
 - 1. DHEC Deputy Commissioner for Administration, Office of Health Care Financing - Executive Assistant
 - 2. Child Health and EPSDT Staff develop necessary changes and submit to the above stated approving authority for signature.
- XII. Arrangement for continuous liaison and designation of state and local liaison staff.
 - a. State DHEC staff.

1. Deputy Commission of Administration
 2. Bureau of Maternal Child Care
 3. Division of Child Health
 4. Division of Crippled Children.
- b. State DSS staff.
1. Division of Planning and Operations.
 2. EPSDT Program

This agreement is signed and entered into on the date indicated below.

BY: Cecil C. Seigler
Deputy Commissioner
South Carolina Department of
Health and Environmental Control

_____ Date

BY: Virgil L. Conrad
Commissioner
South Carolina Department of
Social Services

2-9-81
Date

AGREEMENT BETWEEN THE SOUTH CAROLINA DEPARTMENT
OF SOCIAL SERVICES AND THE SOUTH CAROLINA
COMMISSION FOR THE BLIND

This agreement is for the purpose of describing the cooperative relationship between the South Carolina Commission for the Blind and the South Carolina Department of Social Services. This agreement also serves to formalize the practices and procedures between the South Carolina Department of Social Services and the South Carolina Commission for the Blind. In order that disabled persons will be given every opportunity for rehabilitation and assistance in achieving their individual goals of self-support and self-care, a joint referral program has been cooperatively developed and jointly agreed to by the South Carolina Department of Social Services and the South Carolina Commission for the Blind.

Specifically, this agreement is to establish a cooperative reciprocal agreement between the South Carolina Department of Social Services and the South Carolina Commission for the Blind which would provide for the exchange of information regarding clients and programs of both agencies.

The South Carolina Department of Social Services and the South Carolina Commission for the Blind agree to use the services of each agency rehabilitating applicants and recipients of medical, financial, and rehabilitation assistance. This includes joint referrals, and the sharing of information between agencies on mutual clients. Each agency will respect the confidential nature of information available by either agency.

The Department of Social Services, Medical Assistance Division, is the Title XIX agency responsible for the administration of the Medicaid Program. When a person is enrolled in both programs, his health care

needs are to be met through the Medicaid program as outlined in the State Plan.

This interagency agreement follows DHEW regulations (42 CFR 451.10) and guidelines (HCFA-AT-78-2, January 13, 1978) for interrelations between medical assistance programs and other agencies providing health care. It also covers and will adhere to the requirements of Section 1902 (a) (7) of the Social Security Act concerning release of confidential information without informed consent.

It is recognized that a number of individuals who would be eligible for the services of the Commission for the Blind may also be eligible for services provided by the South Carolina Department of Social Services. The South Carolina Commission for the Blind may provide vocational rehabilitation services to individuals who are referred to the South Carolina Commission for the Blind by the South Carolina Department of Social Services. Likewise, the South Carolina Department of Social Services agrees to accept referrals to the following programs: (1) Food Stamp Program, (2) Children and Family Services, (3) Adult Services, (4) Protective Services, (5) Child Abuse Program, (6) Economic Services, (7) Homemaker Services, (8) Social Services, and (9) Foster Care.

In an effort to maximize the utilization of community resources, each agency will attempt to refer those individuals whom they believe can benefit from the services and programs that are administered by the Department of Social Services and the South Carolina Commission for the Blind.

The South Carolina Commission for the Blind recognizes that Medicaid may be a valuable resource to assist rehabilitation clients and other clients from the Commission. Under these circumstances, the South Carolina Department of Social Services agrees to work cooperatively with the South Carolina Commission for the Blind in an effort to insure that

Medicaid is used as a resource to service eligible clients who are currently being served by the South Carolina Commission for the Blind.

Both the Department of Social Services and the Commission for the Blind realize that the client has the right to request or reject those services provided through the Medicaid Program, as well as the Commission for the Blind Program. The cooperative efforts and policies described in this agreement will be in operation on a statewide basis. The client also has the right to receive services from the provider of his/her choice.

There shall be no payment or reimbursement requested for the exchange of information described in this agreement.

Whenever either agency experiences policy or procedural changes that will affect the procedures agreed to in this document, the Medicaid/Commission for the Blind contact persons will modify the agreement accordingly and obtain the signatures of the individuals who signed the South Carolina Medicaid/Commission for the Blind Interagency Agreement or their successors.

This agreement may be terminated at any earlier date if mutually agreed upon by both parties or upon thirty (30) days written notification by either the South Carolina Department of Social Services or the South Carolina Commission for the Blind. Subsequent annual renewals of this agreement shall commence July 1 and terminate June 30.

The South Carolina Medicaid/Commission for the Blind Interagency Agreement shall be reviewed no less than once annually by both parties of the agreement. When both parties agree that no modifications to the agreement are necessary, the two parties may develop a joint statement agreeing to extend the existing

EXTENSION AGREEMENT

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3) Upon request of the parent of an EPSDT child enrolled in Vocational Rehabilitation Programs, the Department of Social Services will assist the parent in scheduling a screening appointment if a child is due for an initial or periodic screening. Upon request, the County Department of Social Services Office will assist a parent with transportation to and from the screening facility, or to and from the provider of service for follow-up referrals.

A G R E E M E N T

Between

SOUTH CAROLINA VOCATIONAL REHABILITATION DEPARTMENT

And

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES/EPST

Parties to the Agreement

The Parties to this Agreement are the South Carolina Vocational Rehabilitation Department and the South Carolina Department of Social Services. The Agreement was developed in conjunction with the Parties stated herein and is endorsed by the Rehabilitation Services Administration and the Health Care Financing Administration of the Department of Health, Education, and Welfare.

The South Carolina Department of Social Services and Vocational Rehabilitation programs in South Carolina are both concerned with individuals in need of treatment and rehabilitation. In cases where the two agencies serve the same person, there is a need to communicate clearly with each other to ensure that the person receives the health care and rehabilitation services he is entitled to and requires.

Legal Basis for Cooperative Agreement

This Agreement is entered into by authority given to respective cooperating agencies under the Rehabilitation Act of 1973, as amended (P.L. 95-602), the Health Revenue Sharing Act of 1975 (P.L. 94-63), the Public Health Services Act, as amended (P.L. 78-410) and the Social Security Act, as amended Title XIX and related state legislation.

Purpose

Of the approximately 16,000 persons under 21 years of age served by the South Carolina Vocational Rehabilitation Department yearly, it is

estimated that approximately one-quarter or 4,000 persons would be eligible for the Medicaid Program and therefore eligible for further medical diagnosis and treatment services through the Early Periodic Screening, Diagnosis and Treatment Program.

Vocational Rehabilitation is mandated by federal statute to actively seek out and utilize all similar benefits available to clients, and Medicaid and EPSDT financial assistance will be the first dollar sought for payment of medical services to eligible Vocational Rehabilitation applicants who are eligible for these Department of Social Services medical assistance programs.

Further, the EPSDT Program differs from the rest of the Medicaid Program in that it must actively seek out eligible clients, notify their parents or guardians that preventive health services are available and arrange for diagnosis and treatment where necessary.

Therefore, it is of mutual benefit to the South Carolina Vocational Rehabilitation Department and the South Carolina Department of Social Services to amend their cooperative agreement, in accordance with 42CFR 451.10, HCFA-AT-78, and RSA-IM-79-26, to include the specific responsibilities of each with regard to the EPSDT Program.

This Inter-Agency Administrative work plan was prepared under the requirement of CFR 451.10 and Part 5 (Section 5-40-00) of the Medical Assistance Manual, Office of Health Care Financing. The purpose of this plan is to establish guidelines for cooperation and coordination in delivery of services to Title XIX EPSDT recipients enrolled in the Vocational Rehabilitation Program. This plan provides for joint planning and evaluation to improve the delivery of the EPSDT services of eligible children enrolled in the Vocational Rehabilitation Program.

Listed below are the responsibilities that the Department of Vocational Rehabilitation and the Department of Social Services agree to assume when jointly serving EPSDT eligible children enrolled in Vocational

Rehabilitation. The responsibilities cited in the "General Provisions" section apply to both parties.

Vocational Rehabilitation Responsibilities

1) State Vocational Rehabilitation will encourage the field service Vocational Rehabilitation Agent to (a) help identify those children enrolled in their programs, who are eligible for Medicaid services and (b) bring to the attention of the parents of Medicaid eligible children the EPSDT Program.

2) State Vocational Rehabilitation will encourage the local Vocational Rehabilitation personnel to provide each County Department of Social Services Office with a list of those children enrolled in Vocational Rehabilitation for whom Vocational Rehabilitation is requesting EPSDT services. The list will identify each child by name, Medicaid eligibility number and Payee.

3) State Vocational Rehabilitation will encourage the local Vocational Rehabilitation personnel to assist in contacting clients who have broken screening appointments or appointments for follow-up referral.

4) State Vocational Rehabilitation will encourage the local Vocational Rehabilitation personnel to provide Medical transportation for EPSDT children where eligible that are enrolled in their programs. Otherwise, the Department of Social Services will arrange for and provide transportation.

5) State Vocational Rehabilitation will provide technical assistance for State and County Department of Social Services staff upon request.

6) State Vocational Rehabilitation will furnish the Department of Social Services with necessary information regarding the progress of referrals by Vocational Rehabilitation to the EPSDT upon request, and request such necessary information from the Department of Social Services when needed.

Department of Social Services Responsibilities

1) The Department of Social Services will brief the State Vocational Rehabilitation representatives concerning the EPSDT Program in regional meetings.

2) The County Department of Social Services Office will accept the list of referrals submitted by Vocational Rehabilitation and advise Vocational Rehabilitation (a) which children are eligible for EPSDT and (b) the date of an eligible child's last screening.

3) Upon request of the parent of an EPSDT child enrolled in Vocational Rehabilitation Programs, the Department of Social Services will assist the parent in scheduling a screening appointment if a child is due for an initial or periodic screening. It is required that a person be screened before he receives routine dental, vision or hearing services. Upon request, the County Department of Social Services Office will assist a parent with transportation to and from the screening facility, or to and from the provider of service for follow-up referrals.

4) The County Department of Social Services Office will notify the Vocational Rehabilitation representative of children who have broken screening appointments or broken appointments for follow-up referrals.

General Provisions

1) Both the Department of Social Services and Vocational Rehabilitation realize that the client has the right to request or reject those services provided through the EPSDT Program. The client also has the right to receive services from the provider of his/her choice.

2) This Agreement contains all conditions agreed upon by the South Carolina Department of Social Services and Vocational Rehabilitation. No other understanding, oral or otherwise, regarding the subject matter of this Agreement hold in the two Parties.

3) The County Department of Social Services Office and its respective Vocational Rehabilitation Office will develop additional and/or more explicit collaborative relationship if they so desire.

4) There shall be no payment or reimbursement requested for the exchange of information described in this Agreement.

5) The contact person for the South Carolina Department of Social Services on the state level is Mrs. Bonnie M. Witherspoon, Supervisor, EPSDT Section. The contact person for Vocational Rehabilitation is Mr. Peter Howell.

6) Whenever either agency experiences policy or procedural changes that will affect the procedures agreed to in this document, the EPSDT/Vocational Rehabilitation contact persons will modify the Agreement accordingly and obtain the signatures of the individuals who signed the South Carolina EPSDT/Vocational Rehabilitation Inter-Agency Agreement or their successors.

7) Whenever a Vocational Rehabilitation Office and its respective County Department of Social Services Office do not agree on the implementation of a procedure in this Agreement, the two Parties should attempt to resolve the differences before consulting their respective EPSDT/Vocational Rehabilitation contact person.

8) In the event that a specific medical treatment service cannot be rendered to an EPSDT/Vocational Rehabilitation client, using EPSDT Program funds because of service restrictions common to that Program, the cost of that service will be paid by Vocational Rehabilitation in accordance with its established fee schedules only if the client's medical condition(s), for which the treatment service(s) is rendered, is such that all Vocational Rehabilitation eligibility requirements are met.

9) The South Carolina Department of Social Services and Vocational Rehabilitation agree that this Agreement shall commence July 1, 1979, or when approved by all Parties and terminate June 30, 1980. This Agreement may be terminated at an earlier date if mutually agreed upon by both Parties or upon thirty (30) days written notification by either South Carolina Department of Social Services or Vocational Rehabilitation. Subsequently, annual renewal of this Agreement will commence July 1, and terminate June 30.

EXTENSION AGREEMENT

The South Carolina Vocational Rehabilitation Department and the South Carolina Department of Social Services Medicaid Interagency Agreement which was effective July 1978 has been reviewed by both Parties of the Agreement. Both Parties continue to agree to the provisions set forth previously. One additional item is agreed upon with the signing of this Extension Agreement, to wit:

As referrals from the Department of Social Services to the Vocational Rehabilitation Department have dropped significantly in the past four fiscal years, efforts by both agencies begun in fiscal year 1979 to reverse this trend will be broadened and increased for the period of this Agreement. Such strategies for the increase in referrals shall include but not be limited to joint meetings between appropriate Department of Social Services and Vocational Rehabilitation Department staff in the local and state level, presentations by Vocational Rehabilitation Department staff to selected Department of Social Services supervisors meetings, inclusive of Vocational Rehabilitation information in service worker and supervisor orientation training, and joint evaluation of the progress of these efforts to increase referrals.

This Extension Agreement is signed and entered into on the date below indicated, and it shall remain so effective until June 30, 1981.

Joe S. Dusenbury
Joe S. Dusenbury, Commissioner
S.C. Vocational Rehabilitation Department

Sept. 3, 1979
(Date)

Virgil L. Conrad
Virgil L. Conrad
S.C. Department of Social Services

August , 1979
(Date)

A G R E E M E N T

Between

SOUTH CAROLINA VOCATIONAL REHABILITATION DEPARTMENT

And

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES

Parties to the Agreement

The Parties to this Agreement are the South Carolina Vocational Rehabilitation Department and the South Carolina Department of Social Services. The Agreement was developed in conjunction with the Parties stated herein and is endorsed by the Rehabilitation Services Administration and the Health Care Financing Administration of the Department of Health, Education, and Welfare.

The South Carolina Department of Social Services and Vocational Rehabilitation programs in South Carolina are both concerned with individuals in need of treatment and rehabilitation. In cases where the two agencies serve the same person, there is a need to communicate clearly with each other to ensure that the person receives the health care and rehabilitation services he is entitled to and requires.

Legal Basis for Cooperative Agreement

This Agreement is entered into by authority given to respective cooperating agencies under the Rehabilitation Act of 1973, as amended (P.L. 93-112), the Health Revenue Sharing Act of 1975 (P.L. 94-63), the Public Health Services Act, as amended (P.L. 78-410) and the Social Security Act, as amended Title XIX and related state legislation.

The Department of Social Services, Medical Assistance Division, is the Title XIX agency responsible for the administration of the Medicaid Program. When a person is enrolled in both programs, his health care

needs are to be met through the Medicaid Program as outlined in the State Plan.

This interagency Agreement follows DHEW regulations (42 CFR 451.10) and guidelines (HCFA-AT-78-2, January 13, 1978) for interrelations between medical assistance programs and other agencies providing health care. It also covers and will adhere to the requirements of Section 1902(a)(7) of the Social Security Act concerning release of confidential information without informed consent.

Purpose of the Agreement

The purpose of this Agreement is to set forth principles and operating procedures which will guide the South Carolina Vocational Rehabilitation Department and the South Carolina Department of Social Services and local counterparts in establishing relationships and operational plans to facilitate services authorized by law to persons disabled by health problems on an effectively coordinated and integrated basis without duplication of effort.

Further, this Agreement is to establish cooperation between the two Parties in the use of the facilities and services of each Agency for rehabilitating applicants and recipients of medical, financial and rehabilitation assistance. This includes referrals and sharing of information available by either Agency.

It is further established that Vocational Rehabilitation will work with, plan and supervise services for individuals eligible for Vocational Rehabilitation even though financial arrangements for medical services are to be provided through resources of the Department of Social Services Medicaid Program.

The Vocational Rehabilitation Department is to utilize the Title XIX, Medicaid program administered by the Department of Social Services as the first source for payment of such specified medical and hospital services needed by eligible Vocational Rehabilitation applicants who are

also eligible for medical assistance through the Department of Social Services.

Federal/State/Local Roles

The Social Security Act, as amended, Sections 1902(a)(11)(A) and (B), 1902(a)(20)(a), 1902(a)(22)(c) and CFR 451.10 is the federal authority the Health Care Financing Administration of the Department of Health, Education, and Welfare gives the state agencies for administering Medicaid assistance programs.

The South Carolina Department of Social Services administers the Medicaid program. In addition, the Department of Social Services establishes standards for eligibility of medical financial assistance and monitors the payment of such services. The local county offices of Social Services are responsible for the approval of applications for assistance.

The South Carolina Vocational Rehabilitation Department operates under a State Plan approved by the Rehabilitation Services Administration. All Rehabilitation Services Administration grants for client services are made directly to the State Vocational Rehabilitation Agency which delivers the services through local offices.

The vocational Rehabilitation services listed are those authorized under the Federal Rehabilitation Act and are delivered on a statewide basis.

Services of the Vocational Rehabilitation Department:

Eligibility - Responsibility

The South Carolina Vocational Rehabilitation Agency has been established to assist in the vocational rehabilitation of physically and mentally handicapped person. The responsibility for determining eligibility of individuals for these services rests solely with the State Agency. The criteria of eligibility for Vocational Rehabilitation are:

1. The presence of a physical or mental disability which constitutes or results in a substantial handicap to employment
2. A reasonable expectation that Vocational Rehabilitation services may benefit the individual in terms of employability.

Services

The following services are made available for the purposes of assisting handicapped persons to prepare for remunerative employment:

1. Evaluatin of rehabilitation potential;
2. Counseling and guidance, including vocationally oriented personal adjustment counseling;
3. Physical and mental restoration services;
4. Pre-vocational, vocational adjustment and vocational training;
5. Maintenance, not exceeding the estimated cost of subsistence during rehabilitation (except where similar benefits are available);
6. Transportation in connection with the providing of any Vocational Rehabilitation services;
7. Services to members of handicapped individual's family when such services are necessary to the vocational rehabilitation of the handicapped individual;
8. Telecommunications, sensory and other technological aids and devices;

9. Recruitment and training services to provide new employment opportunities in public services fields such as health, welfare, public safety, law enforcement;
10. Placement in suitable employment;
11. Post-employment and follow-along services necessary to assist handicapped individuals to maintain their employment;
12. Occupational licenses, tools, equipment, initial stocks and supplies; and
13. Other goods and services which reasonably can be expected to benefit a handicapped individual in terms of employability.

Services of the Department of Social Services:

1. The program shall include provision of early identification applicants and clients for referral to the State Vocational Rehabilitation Agency. The program of services shall include provision for a social evaluation of the client and his family with particular reference to appraising the meaning of disability to the client, his adaptation to it, and assessing social factors that impede functioning. This evaluation should also include assessment of individual and family resources that can be strengthened and utilized and which, together with the assessment provided by the rehabilitation counselor, would constitute a jointly developed social and rehabilitation plan for the clients.
2. Provision shall be made for early access to medical and remedial care available under the Medicaid program to meet those health needs of the client as well as the health needs of family members, particularly as they may have a bearing on vocational rehabilitation planning for the client.
3. In addition to direct provision of casework services, the program shall provide help to the client in securing and

utilizing such services as child care, homemaker service, housing assistance, educational services, legal aid, family planning services, counseling for parental functioning, counseling for marital functioning and education for home and financial management.

4. The social services agency will be obligated to provide usual assistance payments and social services which may be available from the agency through purchase or other means.
5. The integrated action plan should include provision for child care services and other supporting social services needed by the individual or the family members of the client in order to enhance the potential of his/her program for rehabilitation.
6. The Department of Social Services and the Vocational Rehabilitation Department shall include all available services in developing social and rehabilitation plans for welfare recipients and applicants.

General Provisions

1. Vocational Rehabilitation services are available only to those applicants meeting Agency eligibility criteria.
2. The target population generally will take in all categories of applicants eligible for Department of Social Services General Assistance. (AFDC) Aid to Families with Dependent Children (adult members 16 years old and older), SSI and WIN programs in Adult Services Division.
3. The Vocational Rehabilitation Act of 1973 mandates that state agencies seek out and utilize all similar benefits available to clients.
4. Medicaid financial assistance will be the first dollar sought for payment of medical services to eligible Vocational

Rehabilitation applicants who are eligible for the Department of Social Services medical assistance program.

5. Referrals to Department of Social Services will be made by the local vocational Rehabilitation office, and referrals to Vocational Rehabilitation will be made by the local Department of Social Services office.
6. The Vocational Rehabilitation Department will provide services to those clients determined eligible in keeping with the regulations and policies of the Department.
7. Supportive services from other agencies will be utilized to assist in the vocational rehabilitation of the individual.
8. Both Departments accept referrals without regard to race, color, creed, sex or national origin, and both have affirmative action requirements regarding handicapped individuals under Section 504 of the Rehabilitation Act of 1973, as amended.
9. In order to promote the coordination and utilization of appropriate vocational rehabilitation services provided to clients, the two Agencies agree that information from its files relevant
14. Either Department of Social Services/Vocational Rehabilitation Department signatory or any contact person may call for a review of the Agreement whenever it is believed to be in the best interest of improving Department of Social Services/Vocational Department collaboration.
15. Whenever either Agency experiences policy or procedural changes that will affect the procedures agreed to in this document, the Medicaid/VR contact persons will modify the Agreement accordingly and obtain the signatures of the individuals who signed the South Carolina Department of Social

Services Medicaid/Vocational Rehabilitation Department
Interagency Agreement or their successors.

16. Whenever a local Vocational Rehabilitation program and its respective county Department of Social Services office do not agree on the implementation of a procedure in this Agreement, the two Parties should attempt to resolve the difference before consulting their respective Medicaid/Vocational Rehabilitation contact person.

Agreement Activation

This Agreement between the South Carolina Department of Social Services and the South Carolina Vocational Rehabilitation Department will take effect upon approval by both Agencies.

This Agreement may be terminated at an earlier date if mutually agreed upon by both Parties or upon thirty (30) days written notification by either the South Carolina Department of Social Services or the South Carolina Department of Vocational Rehabilitation. Subsequent annual renewals of this Agreement shall commence July 1 and terminate June 30.

The South Carolina Department of Social Services Medicaid/South Carolina Vocational Rehabilitation Department Interagency Agreement shall be review no less than once annually by both Parties of the Agreement. When both Parties agree that no modifications to the Agreement are necessary, the two Parties may develop a joint statement agreeing to extend the existing provisions of the Agreement for an additional year. This Agreement is signed and entered into on the date below indicated.

//S//
Joe S. Dusenburg, Commissioner
S. C. Vocational Rehabilitation Department

Oct. 13, 1978
(Date)

//S//
Virgil L. Conrad, Commissioner
S. C. Department of Social Services

10/31/78
(Date)

SOUTH CAROLINA EPSDT/HEAD START
INTERAGENCY AGREEMENT

The South Carolina Department of Social Services (DSS) and Head Start Program in South Carolina are both concerned with the early detection and treatment of childhood illnesses and disabilities. In cases where the two agencies serve the same child, they need to communicate clearly with each other to ensure that the child receives the health care services he/she is entitled to and requires.

The Department of Social Services, Office of Health Care Financing, is the Title XIX agency responsible for the administration of the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program. Many children enrolled in Head Start are also eligible for EPSDT services through Medicaid. When a child is enrolled in both programs, his health care needs are to be met through the Medicaid-EPSDT Program as outlined in the State Plan.

The purpose of this interagency agreement is to clarify the roles and responsibilities of the Department of Social Services and Head Start Program when they are jointly responsible for the health care of a child. Clarifying these roles and responsibilities should prevent duplication of services, improve communication between the two agencies and ensure effective and efficient health care services for the child.

This interagency agreement follows DHHS regulations (42 CFR 451.10) and guidelines (HCFA/AT/78-2, January 13, 1978) for interrelations between medical assistance programs and other agencies providing health care. It also covers and will adhere to the requirements of Section 1902(a) (7) of the Social Security Act concerning release of confidential information without informed consent.

Listed are the responsibilities that Head Start and DSS agree to assume when jointly serving EPSDT/Head Start children. The responsibilities cited in the "General Provisions" section apply to both parties.

Head Start Responsibilities:

- (1) Head Start will determine which children in its program are eligible for Medicaid services and explain the EPSDT Program to the parents/legal guardians of Medicaid eligible children.

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- (2) Head Start will advise the parents/legal guardians of children not receiving Medicaid services that, if they believe they may be eligible, they may apply for Medicaid services at their county Social Services Office.
- (3) Head Start will provide each county DSS office with a list of Head Start children presumed eligible for EPSDT. The list will identify each child by name, Medicaid eligibility number, in addition to the child's date of birth and parents/legal guardian names. It will be submitted to the county DSS office as soon as practicable, but no later than thirty days after enrollments in Head Start.
- (4) Head Start will refer to the county DSS office a list of the payees, Medicaid number and names of EPSDT/Head Start children who are entitled to screening services according to the periodicity schedule included in the State Plan. The parents/legal guardians of these children may request that their children be screened. Parents/legal guardians requesting screening for Medicaid eligible children will be referred to the county DSS office.
- (5) Head Start will obtain and provide a written parental/legal guardian consent form to county DSS office that verifies that the parent/legal guardian of a child eligible for EPSDT has given permission to view and obtain health records of the child.
- (6) Head Start will ensure the continuity of medical and dental services for those children whose Medicaid eligibility is terminated during enrollment in Head Start.
- (7) When the local Head Start Program has available transportation resources, Head Start will provide transportation services at no expense to DSS in order for EPSDT/Head Start children to access EPSDT screening clinics and follow-up treatment as indicated. Upon the request of the parent/legal guardian to the appropriate county DSS office, DSS will arrange and/or provide transportation to covered Medicaid services. Transportation will be arranged/provided by DSS only if the parent/legal guardian or local Head Start Program do not have available transportation resources.

- (8) Head Start will assist the county DSS office with EPSDT/Head Start children assuring that medical and dental appointments are kept.

Department of Social Services Responsibilities:

- (1) The county DSS office will accept the list of children, payees and Medicaid numbers submitted by Head Start and advise Head Start (a) which children are eligible for EPSDT and (b) the date of an eligible child's last screening. In cases where a Head Start child has been previously screened, the county DSS office will provide Head Start with the results of the screening and any diagnostic and treatment services via a xerox copy of DSS 1724 Form, DSS 1720 Form and/or other appropriate documentation. The county will provide this information as soon as practicable but not later than thirty days from the date of request.
- (2) The county DSS office will take applications from parents/legal guardians, of Head Start children not currently receiving Medicaid services. The county DSS office will process the application and make an eligibility determination within forty-five (45) days from the date of application.
- (3) Upon request by the parent/legal guardian of an EPSDT/Head Start child, the county DSS office will assist the parent/legal guardian in scheduling a screening appointment if the child is due for an initial or periodic screening. Upon request of the parent/legal guardian, the county DSS office will arrange and/or provide transportation to and from the screening facility. Transportation will be arranged/provided by DSS only if the parent/legal guardian or be arranged/provided by DSS only if the parent/legal guardian or Head Start Program does not have available transportation resources.
- (4) The county DSS office will notify Head Start of each child it has assisted in scheduling a screening appointment and of the appointment date. The county DSS office will also notify Head Start of each child's transportation arrangement to and from the screening facility. Both notifications will be made as soon as possible.
- (5) The county DSS office will upon request notify Head Start of a child's screening results by providing Head Start with a copy of DSS 1720 or 1724 Form

- (6) In instances where the first screening appointment was not kept by the family, the county DSS office will notify Head Start. A second appointment will not be scheduled unless requested by the parent/legal guardian.
- (7) When screening results are positive (abnormal). The county DSS will upon request assist the parent in scheduling a diagnostic and treatment (D&T) appointment(s). The county DSS office will also offer to assist with transportation to and from the D&T facility.
- (8) The county DSS office will, if practicable, notify Head Start of the provider, date of the D&T appointment and transportation arrangements. If requested, this can be accomplished by way of one copy only of DSS 1720 Form.
- (9) The county DSS office will notify Head Start of the results of the D&T appointment via a copy of DSS 1720 or 1724 Form. If additional D&T is necessary, DSS will repeat steps 7-9, upon receipt of all relevant health information from the Head Start file.

General Provisions:

- (1) Both the Department of Social Services and Head Start realize that the client has the right to request or decline those services provided through the EPSDT Program. The client also has the right to receive services from the provider of his/her choice. If parents/guardians refuse services, DSS will provide Head Start with a copy of the 1740 Form.
- (2) This agreement contains all the conditions agreed upon by the South Carolina Department of Social Services and Head Start. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall bind the two parties.
- (3) The county DSS office and its respective Head Start Program will develop additional and/or more explicit collaborative relationships if they so desire.
- (4) There shall be no payment or reimbursement requested for the exchange of information described in this agreement.

- (5) The contact person for the South Carolina Department of Social Services in state-level communications is the Executive Assistance, office of Health Care Financing. The contact persons for Head Start in state-level communications are Regional Health Liaison Specialist, Westinghouse Health Systems and the Director, Humanics Associates. Should a contact person leave his/her position, the successor to that position will assume the role of EPSDT/Head Start contact person.
- (6) Either EPSDT/Head Start signatory or any contact person may call for a review of the agreement whenever it is believed to be in the best interest of improving EPSDT/Head Start collaboration.
- (7) Whenever either agency experiences policy or procedural changes that will affect the procedures agreed to in this document, the EPSDT/Head Start contact person will modify the agreement accordingly and obtain the signatures of the individuals who signed the South Carolina EPSDT/Head Start Interagency Agreement or their successors.
- (8) Whenever a local Head Start Program and its perspective county DSS office do not agree on the implementation of a procedure in this agreement, the two parties should attempt to resolve the difference before consulting their respective EPSDT/Head Start contact person.
- (9) South Carolina Department of Social Services and Head Start agree that this agreement shall commence December 31, 1980, or when approved by all parties, whichever is later, and terminate December 31, 1981. This agreement may be terminated at an earlier date if mutually agreed upon by both parties or upon thirty (30) days written notification by either South Carolina Department of Social Services or Head Start. Automatic annual renewals of this agreement shall commence and terminate December 31, of each calendar year unless otherwise specified and mutually agreed upon by both parties.

I N T E R - A G E N C Y A G R E E M E N T
B E T W E E N D S S A N D H U D

PURPOSE: This Inter-Agency Administrative work plan was prepared under the requirement of CFR 451.10 and Part 5 (Section 5-40-00) of the medical Assistance Manual, Office of Health Care Financing. The purpose of this plan is to establish guidelines for cooperation and coordination in delivering of services to Title XIX EPSDT Recipients living in public housing. This plan provides for joint planning and evaluation to improve the delivery of the EPSDT services of eligible children in public housing.

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SOUTH CAROLINA EPSDT/DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT INTER-AGENCY AGREEMENT

The South Carolina Department of Social Services (DSS) and the Department of Housing and Urban Development (HUD) are both concerned with the early detection and treatment of childhood illnesses and disabilities. In cases where the two agencies serve the same prospective recipients, there is a need for each to communicate with the other to facilitate the delivery of health care services to those who are eligible.

The Department of Social Services is the Title XIX Agency responsible for the administration of the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program. Many children living in public housing are entitled to EPSDT services through Medicaid.

The purpose of this Inter-Agency Agreement is to clarify the roles of the Department of Social Services and the Department of Housing and Urban Development in order to prevent duplication of services, improve communication between the two agencies and ensure effective and efficient health care services for the child.

Listed below are activities that the Department of Housing and Urban Development and DSS agree to assume when jointly serving EPSDT eligible children residing in public housing. Activities cited in the "General Provision" section apply to both parties.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

1. HUD will encourage the local housing authorities to (a) help identify those children living in their public housing projects who are eligible for Medicaid services and (b) bring to the attention of the parents of Medicaid eligible children the EPSDT Program.

2. HUD will encourage the local housing authorities to provide each DSS county office with a list of children living in the public housing presumed eligible for EPSDT. If possible, the list will identify each child by name, Medicaid eligibility number and Payee.
3. HUD will encourage the local housing authorities to provide medical transportation for EPSDT children living in public housing wherever the housing authority has available transportation resources. Otherwise, DSS will arrange for and provide transportation.

DEPARTMENT OF SOCIAL SERVICES:

1. The local DSS will brief the local housing authority directors and representatives concerning the EPSDT Program in local meetings arranged by DSS and will receive a list of children that the housing authority representatives consider eligible.
2. The county DSS office will accept the list of children submitted by the local housing authority and advise the local housing authority which children are eligible for EPSDT and the date of an eligible child's last screening, if requested by the housing authority.
3. Upon request of the parent of an EPSDT child living in public housing, the DSS office will assist the parent in scheduling a screening, appointment if a child is due for an initial or periodic screening, if requested by the housing authority. Upon request, the county DSS office will assist a parent with transportation to and from the screening facility or to and from the provider of service for follow-up referrals.

4. The county DSS office will notify the public housing authority of children who have broken screening appointments or broken appointments for follow-up referrals, if requested by the housing authority.

GENERAL PROVISION

1. Both the Department of Social Services and HUD realize that the client has the right to request or reject those services provided through the EPSDT Program. The client also has the right to receive services from the provider of his/her choice.
2. This agreement contains all conditions agreed upon by or between the South Carolina Department of Social Services and HUD. There is no other understanding, oral or otherwise, regarding the subject matter of this agreement.
3. The county DSS office and its respective public housing authority may develop an additional and/or more explicit collaborative relationship if they so desire.
4. There shall be no payment or reimbursement requested for the exchange of information described in this agreement.
5. The contact person for the South Carolina Department of Social Services on the state level is the Supervisor of the EPSDT Section. The contact person for HUD is the Neighborhood and Consumer Affairs Specialist.
6. Whenever either agency experiences policy or procedural changes that will affect the procedures agreed to in this document, the EPSDT/HUD contact persons will modify the agreement accordingly and obtain the signatures of the individuals who signed the South Carolina EPSDT/HUD Inter-Agency Agreement or their successors.

