

## **SCHOOL DISTRICT ADDENDUM**

### **TO THE PROVIDER AGREEMENT FOR MEDICAL ASSISTANCE**

By this addendum to the provider agreement the provider agrees to participate in the provision of approved medical assistance services to eligible recipients of the South Dakota medical assistance program. Services which are covered under the South Dakota medical assistance program for School Districts are described in ARSD 67:16:37.

A school district must be currently approved or accredited by the South Dakota State Board of Education to be eligible to enroll as a medical assistance provider.

The provider certifies that (1) medical care is performed by professional staff who are licensed by the appropriate state licensing authority, meets Federal requirements or certified by the Department of Education as qualified professionals according to ARSD 67:16:37; (2) the professional staff is either employed by or under contact with the provider; (3) the school district which is enrolled as a medical assistance provider holds total responsibility for the medical services provider; (4) professional staff are not billing the medical assistance program separately for their services.

**In addition to the provisions agreed to in the provider agreement, the provider agrees to the following:**

1. To accept medical assistance eligible recipients for care and treatment.
2. Any restrictions on the type of services made available, and/or type of health conditions or any other criteria relating to the acceptance of persons for care and treatment will be applicable to all persons seeking services from the provider.
3. To participate in cost determination activities as required.

**In addition to the provisions agreed to in the provider agreement, the Department of Social Services agrees to:**

1. Provide technical assistance with billing, payment, and necessary cost determination.
2. Withhold payment, if necessary, because of any irregularity from whatever cause until such irregularity or difference can be resolved.
3. Notify the provider of any substantive change in Title XIX rules or Title XXI and regulations.

**Termination:**

This agreement may be terminated upon written notice from either party.

**The Department of Social Services and the Provider agree that:**

1. In the event the Federal and/or State laws should be amended or judicially interpreted so as to render the fulfillment of this agreement on the part of either party not feasible or possible, or if the parties to this agreement should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of this agreement, the Department of Social Services and the provider shall be discharged from further obligation created under the terms of this agreement, except for equitable settlement of the respective accrued claims up to the date of the termination.
2. This agreement shall not be transferred or assigned.
3. If any part of this agreement is found to be in conflict with any Federal or State laws or regulations or if any part is placed in conflict by amendment of such laws or regulations, this agreement is so amended.
4. If the formal provider agreement is terminated for any cause, this addendum is automatically terminated.

**TO BE COMPLETED BY PROVIDER**

Provider Name: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name Provider Signature  
 Title: Superintendent Date: \_\_\_\_\_  
 Provider Tax ID Number: \_\_\_\_\_ Tax ID Name: \_\_\_\_\_

**TO BE COMPLETED BY MEDICAL SERVICES**

Approved By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Provider Number: \_\_\_\_\_  
 NPI Number: \_\_\_\_\_