

ADDENDUM TO THE PROVIDER AGREEMENT

To Participate in the South Dakota Medical Assistance PRIME Program

This document serves as a formal addendum to your South Dakota Medical Assistance Provider Agreement and enables you to become an enrolled PRIME primary care provider (PCP). Further explanations of PCP requirements are described in the *Managed Care Provider Manual*.

D. PROVIDER AGREES TO THE FOLLOWING

1. Provider agrees to provide comprehensive primary health care services for Medical Assistance recipients who are enrolled with your practice. In addition to requirements in the *Provider Agreement*, primary care providers must have a current Drug Enforcement Agency (DEA) number to prescribe controlled substances.
2. Provider agrees to be the health care case manager. This includes: reviewing monthly paid claims report and notifying the Division of Medical Services of any discrepancies, cooperating with the Division of Medical Services staff regarding provider's case management procedures and history, and to meet with the Division of Medical Services staff upon request of the Department.
3. Provider has not been restricted from participating in any private, Federal or State health insurance program or knowingly has a business relationship or subcontract with individuals restricted from participating in any private, Federal or State health insurance program.
4. Provider agrees to refer recipients for specialty care, hospital care, and other services when medically necessary and to sign and document referrals.
5. Provider agrees to provide for reasonable and adequate hours of operation and make available 24-hour, 7 days per week access by telephone for information, referral, and treatment needs during non-office hours.
6. Provider agrees not to refuse an assignment or disenroll a recipient or otherwise discriminate against a recipient solely on the basis of: age, sex, race, color, national origin, marital or economic status, physical or mental disability, service utilization and health status except when a recipient's illness or condition is better treated by another provider type.
7. Provider agrees to comply with any applicable Federal and State laws that pertain to recipient's rights, and ensure that its staff and affiliated providers take those rights into account when furnishing services to recipients. Recipient rights include: To be treated with respect and with due consideration for his or her dignity and privacy. To receive information on available treatment options and alternatives presented in a manner appropriate to the recipient's condition and ability to understand. To participate in decisions regarding his or her health care, including the right to refuse treatment. To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation. To receive a copy of his or her medical records, and to request that they be amended or corrected. And be free to exercise his or her rights without adverse consequences.
8. Provider agrees to notify the recipient and the Division of Medical Services in a direct and timely manner of the desire to remove the recipient from the caseload because the recipient/provider relationship is not mutually acceptable. Reasons must be considered "good cause" explained in writing, no-discriminatory, generally applied to the provider's entire patient base, and approved by the Division of Medical Services.
9. Provider agrees to keep the recipient as a patient until another provider is assigned.
10. Provider agrees not to conduct direct or indirect marketing activities specifically intended to influence

recipients to enroll with the PCP or disenroll from another PCP.

- 11. Provider agrees to accept the established monthly case management fee for each eligible recipient under their caseload. Recipients who select primary care providers which are enrolled as rural health clinics, federally qualified health centers or Indian Health Services are not “eligible recipients” for purposes of receiving such case management fee only.
- 12. Provider agrees not to have a caseload that exceeds 750 recipients and to accept recipients in the order in which they enroll with the primary care case manager
- 13. Provider agrees to be disenrolled as a Provider for failure to comply with Provider requirements.

E. MEDICAL SERVICES AGREES TO THE FOLLOWING:

- 1. Provide a current list of recipients assigned to the Provider.
- 2. Reimburse the Provider a monthly case management fee for each enrolled and eligible recipient on the Provider’s caseload.
- 3. Notify the Provider of any changes in the *Managed Care Provider Manual* as they occur.

This addendum agreement is binding upon the parties effective _____

**TO BE COMPLETED BY THE PROVIDER (ONLY MDs and DOs in the following areas:
FP, PEDS, OB/GYN, or INT MED)**

PROVIDER NAME: _____

FEDERAL TAX I.D. NUMBER: _____

BY: _____

TAX I.D.
NAME: _____

Primary Care Provider Signature

LIST ALL BILLING NPI(S) FOR PCP LOCATION(S):

INFORMATION FOR PCP LIST

ADDRESS _____

PHONE NUMBER _____

PROVIDER SPECIALTY: _____

ADMINISTRATOR/OFFICE
MANAGER: _____

Print/Type

DATE: _____

INDIVIDUAL NPI: _____

TO BE COMPLETED BY MEDICAL SERVICES

APPROVEDBY: _____

SDMEDXMBER: _____

DATE: _____