

# Confidential

## Medscheme IPA Doctor Network Agreement

between

**Medscheme Holdings (Pty) Ltd**

and

**Dr** .....  
(initials and surname)

HPCSA Number.....

Identity Number: .....

Partnership/Group Practice Number (if applicable) .....

Individual Practice Numbers of all the GPs participating :

.....

Accounts submitted using: Individual Practice number

Partnership/Group Practice Number

Physical address: .....

.....

Street:.....

Suburb:.....

Town:.....

Postal Code: .....

Postal address:.....

Business phone number: .....

Cell phone number: .....

E-mail: .....

Facsimile: .....

**CAVEAT** This document and its contents are strictly confidential and may not be copied without the express written permission of Medscheme Holdings (Pty) Ltd. It may only be used for the purpose for which it is intended and may only be disclosed to the personnel, financial - , legal - and operational advisers of the parties to this agreement.

**Please insert Practice Number: .....and initial here .....**

## 1. **PARTIES**

The Parties to this Agreement are:

- 1.1 Medscheme Holdings (Pty) Ltd a company duly registered as such under the laws of the Republic of South Africa, with company registration number 1970/015014/07, operating through its managed health care division Medscheme Health Risk Solutions hereinafter referred to as "Medscheme " and,
- 1.2 The Medical Practitioner whose details are set out on the front page of this Agreement registered with the Health Professions Council of South Africa as such and hereinafter referred to as "the Doctor".

## 2. **OBJECTIVES**

- 2.1 Medscheme is a managed health care organisation that provides managed health care services to medical schemes. The managed health care services by Medscheme includes contracting on a network basis with Health Care Providers to facilitate, support and monitor the delivery of relevant health services to medical schemes.
- 2.2 Network Contracting also serves to support the individual Participating Doctors within their professional relationships with their patients to perform health risk management which is key to addressing the cost and quality challenges of the South African healthcare industry.
- 2.3 The network contracting is done respectively with individual Participating Doctors (this Agreement) as well as with Independent Practitioner Associations (IPA's) and practitioner representative associations. Both legal relationships are structured in consultation with the IPA's as the IPA's role in facilitating and monitoring the Medscheme IPA Doctor Network is seen of crucial importance for the success of the network.
- 2.4 This Agreement will serve as a contractual basis for the Medscheme IPA Doctor Network to which can be added, by means of Annexures, Scheme specific arrangements as the Parties may agree upon in future.

## 3. **INTERPRETATION**

The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings -

- 3.1 "Act" – means the Medical Schemes Act (No 131 of 1998) as amended, with the Regulations promulgated in terms of the Act;
- 3.2 "Agreement" - means this Medscheme IPA Doctor Network Agreement including the applicable annexures;
- 3.3 "Beneficiary" – means a Member or a person admitted as a Dependant of a Member, in terms of the Rules;
- 3.4 "Clinical Coordination Committee" - means the committee that has been elected by IPA leaders to work with Medscheme. The main role of this committee will be that of clinical governance which will include but not be limited to the development of clinical guidelines, clinical protocols and peer review and any other functions as determined by contractual arrangement between the parties.
- 3.5 "Dependant" – means any person who under the Rules is recognised as a Dependant of a Member;
- 3.6 "EDI" - means Electronic Data Interchange;
- 3.7 "IPA's" - Independent Practitioner Associations or representative associations of doctors that have concluded Cooperation Agreements with Medscheme;
- 3.8 "Medical Practitioner" - means Medical Practitioner as defined in the Health Professions Act no. 56 of 1974 as amended;

- 3.9 "Medscheme IPA Doctor Network" – means the contractual arrangement between Medscheme and the Participating Doctors;
- 3.10 "Member" – means any person who is enrolled as a Member of the Scheme in terms of the Rules and includes a suspended Member. When reference is made to a Member it will include the Dependants of that Member;
- 3.11 "Peer Review Process" – means the process by which the performance of a Participating Doctor in terms of this Agreement is assessed and managed by the Peer Review processes of Medscheme and the Clinical Coordination Committee;
- 3.12 "Participating Doctor" – means Medical Practitioners that have signed the Agreement to participate in the Medscheme IPA Doctor Network;
- 3.13 "Party" – means the parties to this Agreement as set out in clause 1 above;
- 3.14 "Pre-authorisation" – means the authorisation by or on behalf of Medscheme where application has been made by or on behalf of a Member to obtain relevant health services for which authorisation is necessary in terms of the Rules to authorise the relevant health services. This authorisation does not provide benefit reservation or guaranteed payment of the claim;
- 3.15 "REPI" – Medscheme's web based Medical Practitioner profiling programme;
- 3.16 "Rules" – means the registered Rules of a Scheme as defined in terms of the Act;
- 3.17 "Scheme Rate" - means the tariffs as determined by the Rules of the relevant Scheme.

**4. APPOINTMENT**

The Doctor is hereby appointed by Medscheme as a Participating Doctor to the Medscheme IPA Doctor Network. The appointment is subject to the following conditions:

- 4.1 That the Doctor at all time holds proper and unrestricted registration from the relevant authorities to practise as a Medical Practitioner, in independent medical practice.
- 4.2 That the Doctor holds and maintains professional indemnity insurance sufficient to cover potential liabilities related to the Relevant Health Care Services rendered by the Doctor.

**5. DURATION AND TERMINATION**

- 5.1 The appointment of the Doctor as a Participating Doctor shall commence once this Agreement has been signed by both Parties and shall continue for an indefinite period until terminated in accordance to the provisions of this Agreement, notwithstanding the date of signature of this Agreement.
- 5.2 Either Party may terminate this Agreement on 90 (ninety) days written notice to the other Party stating reasons for such notice.
- 5.3 The above notice period will not be required in cases of material breach of the provisions of the Agreement or where the availability or quality of health care rendered to Members of a Scheme is likely to be compromised by the continuation of the Agreement.
- 5.4 The following will be deemed to be instances of material breach of the provisions of this Agreement (but will not be restricted to these instances only):
  - 5.4.1 in the event of any of the conditions of clause 4 above not being met by the Doctor; or
  - 5.4.2 where the Doctor has persistently refused to attempt to improve a totally unacceptable practice profile or offer an acceptable explanation for such a profile and that this has been confirmed through the Peer Review Process; or
  - 5.4.3 where the Doctor has been found guilty of fraud.

**6. OBLIGATIONS OF THE DOCTOR**

The Doctor agrees to do the following in terms of this Agreement:

- 6.1 **Claims via EDI:** Endeavour to submit at least 80% of practice claims via EDI to Medscheme;
- 6.2 **REPI<sup>2</sup>:** Accept the role of Medscheme’s REPI<sup>2</sup> programme and peruse his/her practice’s results on at least a quarterly basis and submit to peer mentoring and review by representatives of the doctors IPA.
- 6.3 **Clinical Quality Assurance:** Always ensure the provision of quality and cost effective health care to Members of medical schemes.

**7. OBLIGATIONS OF MEDSCHEME**

Medscheme agrees to do the following in terms of this Agreement:

- 7.1 **Communications:** Medscheme shall advise the Doctor in writing by either e-mail, facsimile, SMS or postal mail, with at least ninety (90) days notice of any proposed changes to the Rules of the Scheme that may impact on this Agreement. The Doctor will have the right to terminate this Agreement in terms of clause 5.2 above should these proposed changes be unacceptable to the Doctor.
- 7.2 **Analytical Profile Information:** Medscheme will maintain and keep updated on REPI<sup>2</sup> the profile information along with analytical reports on retrospective profiling; service utilisation, risk profiling analyses linked to quality of care analyses;
- 7.3 **Reimbursement of the Doctor:** Medscheme shall ensure that medical schemes reimburse the Doctor for Relevant Health Care rendered to a Member in accordance with the Rules and within the Scheme tariffs and Scheme specific arrangements as set out in the Annexures to this Agreement, if applicable.
- 7.4 **Medical schemes’ adherence to this Agreement:** Medscheme shall ensure that aspects of this Agreement that relates to medical schemes shall be adhered to by the medical schemes.

**8. ROLE OF THE IPA’S**

Medscheme has concluded Cooperation Agreements with various IPA’s and associations representing the IPA’s in South Africa or whereby the IPA’s associations representing the IPA’s will be remunerated to render certain services in facilitation, supporting and monitoring of the Medscheme IPA Doctor Network. The details of these services are set out in the above mentioned Cooperation Agreements.

**9. OWNERSHIP OF DATA AND INFORMATION**

- 9.1 During the course of this Agreement the Doctor will obtain personal health information of Members, collectively referred to in this clause as “data”. This data will remain with the Doctor.
- 9.2 Medscheme shall process this data referred to in this clause as “information” using their respective systems, which include (without limitation) computer software and other information processing systems.
- 9.3 The parties acknowledge that in the processing of the data substantial value is added to the data and that value arises from the application of Medscheme’s resources. The Parties acknowledge that the processed data i.e. information shall be the property of Medscheme.
- 9.4 Medscheme will however not sell doctor identifiable information to third parties.

**10. CONFIDENTIALITY**

- 10.1 Any information pertaining to the diagnosis, treatment or health of a Member will be treated as confidential as stipulated in terms of Regulation 15J(2)(b) to the Act.
- 10.2 This document and its contents are strictly confidential and may not be copied without the express written permission of Medscheme. It may only be used for the purpose for which it is intended and may only be disclosed to the personnel, financial, legal and operational advisers of the Parties to this

Agreement insofar as their general duties require access to such information. This will also be applicable to any additional information that may subsequently be provided in terms of this Agreement.

10.3 The Parties understand that in the course of the relationship established by this Agreement, they will need to disclose to each other commercially sensitive information that is not readily available in the normal course of business to the disclosing Party's competitors as well as Beneficiaries' personal information. The Parties agree that such commercially sensitive information will be kept strictly confidential by the Parties and that the disclosing Party will at all times remain the owner of such disclosed information.

10.4 The clauses on protection of confidential information as set out in this Agreement will remain in force after this Agreement ends.

**11. BREACH OF CONTRACT**

11.1 If either Party breaches a material term of this Agreement or annexure in a way which is not capable of being remedied, the aggrieved Party shall be entitled to cancel this Agreement or annexure on written notice, without prejudice to its other rights in law including its right to claim damages.

11.2 If either Party breaches a material term of this Agreement or annexure in a way which is capable of being remedied and does not remedy that breach within 30 (thirty) days after receipt by it of written notice from the aggrieved Party requiring it to do so, then the aggrieved Party shall be entitled to cancel this Agreement on written notice, without prejudice to its other rights in law including its right to claim damages.

**12. NOTICES AND DOMICILIA**

12.1 The Parties choose domicilium citandi et executandi for all purposes relating to this Agreement:

12.1.1 **Medscheme:**

Physical address: Medscheme Office Park  
37 Conrad Road  
Florida North  
Attention: The Chief Executive Officer

12.1.2 **The Doctor:**

Physical address: As specified on the front page of the Agreement.

12.2 Each of the Parties shall be entitled from time to time, by written notice to the others, to vary its domicilium to any other physical address within the Republic of South Africa and/or its facsimile number.

**13. APPLICATION OF REGULATION 15E(1)(b) OF THE ACT**

The Parties agree that Regulation 15E (1)(b) of the General Regulations to the Act will be adhered to in terms of this Agreement and no Member will be held liable by the Parties or other Participating Doctor for any sums owed in terms of the Agreement.

**14. SCHEME SPECIFIC ARRANGEMENTS IN ANNEXURES TO THIS AGREEMENT**

14.1 This Agreement will serve as a contractual basis for the Medscheme IPA Doctor Network with arrangements applicable only to specific medical schemes set out in the annexures to the Agreement.

14.2 Each such annexure to the Agreement has to be individually accepted or declined by the Doctor over and above the signing of this Agreement.

14.3 As these scheme specific arrangements are applicable only for a specific calendar year unless indicated otherwise, Medscheme will annually provide the Doctor with the new scheme specific arrangements in time for the following year.

14.4 Should Medscheme not receive a notification by the Doctor indicating a decline of such a new scheme specific arrangement, it will be deemed to have been accepted by the Doctor.

**15. GENERAL LEGAL PROVISOS**

- 15.1 This Agreement, together with its annexures, constitutes the entire agreement on the Medscheme IPA Doctor Network between the Parties. It supersedes all existing agreements, whether written or oral, about the same subject.
- 15.2 Each Party confirms that it has carefully considered all the provisions of this Agreement and acknowledges and agrees that the provisions hereof, jointly and severally, are under the circumstances reasonable and necessary for the establishment of a Medscheme IPA Doctor Network that should a Party at any time dispute that any provision is unreasonable, the onus of proving such unreasonableness shall rest on that Party.
- 15.3 If this Agreement is signed by a person on behalf of a principal, such person hereby warrants that he/she is fully authorised to do so by the principal.

**16. IMPORTANT - LEGAL ENFORCEABILITY**

This Agreement constitutes an offer to contract made by Medscheme and shall become legally binding and enforceable as an agreement only once it has been signed by the Doctor and the signed Agreement has been recorded on Medscheme’s medical scheme administration system.

..... Signature of the Doctor
..... Full names of signatory
..... Capacity of signatory
..... Place
..... Date

**NB: Note to the Doctor:**

**If you are an IPA member, the signed agreement must first be sent to your IPA for verification of your IPA membership.**