



# REGISTRATION AGREEMENT

between

## THE INDEPENDENT PRACTITIONERS ASSOCIATION FOUNDATION

(hereinafter known as the IPA Foundation)

and

(hereinafter known as the “provider”)

**The Participating Doctor:**

Dr.'s Initials & Surname: \_\_\_\_\_

HPCSA Number MP: \_\_\_\_\_ Practice Number: \_\_\_\_\_

Group Practice Number: \_\_\_\_\_

ID NO.: \_\_\_\_\_

IPA Network Affiliation (if Applicable): \_\_\_\_\_

Physical: \_\_\_\_\_ Postal: \_\_\_\_\_

\_\_\_\_\_

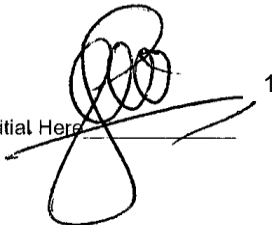
\_\_\_\_\_

Code: \_\_\_\_\_ Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

**Cellphone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Initial Here  1

1. **RECORDAL**

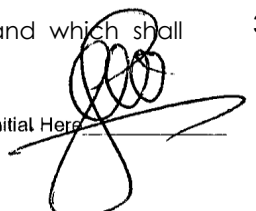
- 1.1. Whereas the Contracted Provider is a general practitioner, registered as such and in good standing with the HPCSA who wishes to register with the IPA Foundation, as a Contracted Provider, to participate in various initiatives arranged between the IPA Foundation and medical Schemes and other Funders; and
- 1.2. Whereas IPA Foundation is in the process of being registered as a Managed Care Organisation (“**MCO**”) and/or a Network Management Company, with the object of implementing managed healthcare strategies by, *inter alia*, establishing a network of general practitioners to provide services to Funders.
- 1.3. Now therefore the parties agree as follows:

2. **INTERPRETATIONS AND DEFINITIONS**

- 2.1. The headings in this agreement have been introduced for reference purposes only and will in no way be considered as corresponding with, changing, serving to improve, or assisting in this layout of the agreement.
- 2.2. Unless it proves differently from the context –
  - 2.2.1. words indicating the singular, also include the plural and vice versa;
  - 2.2.2. words indicating the masculine gender also include the female gender and vice versa;
  - 2.2.3. words indicating persons also include corporate bodies or other juristic bodies,
- 2.3. Unless a different intention can be clearly deduced from the general context of this agreement, the expressions listed below will have the meanings as set out below and related expressions will have corresponding meanings:
  - 2.3.1. “**Act**” means the Medical Schemes Act 131 of 1998, as amended and the regulations issued in terms thereof from time to time’
  - 2.3.2. “**Accreditation Criteria**” means those criteria, including practice criteria, which the IPA Foundation shall establish from time to time, with which a provider has to comply in order to contract with the IPA Foundation;
  - 2.3.3. “**Accreditation**” means the process whereby the IPA Foundation, on the basis of certain transparent, reasonable and consistent accreditation criteria, may accept or reject, the participation by “any willing provider” (as contemplated in

the Act) to provide certain services in terms of this agreement and/or in terms of a specific contract;

- 2.3.4. **“Agreement”** means this agreement together with all the Addenda, Forms of Accession and Annexures thereto;
- 2.3.5. **“Beneficiary”** means a person who is enrolled or admitted as a principle or dependant member of a medical scheme as defined in the Medical Schemes Act no 131 of 1998 and the Regulations promulgated thereunder, or holds a healthcare insurance contract;
- 2.3.6. **“Board”** means the Board of Directors of the IPA Foundation;
- 2.3.7. **“Business day”** means any day other than a Saturday, Sunday or official holiday in the Republic of South Africa;
- 2.3.8. **“Contracted Provider”** means a participating provider who has signed an FOA or a contract, which then together with the provisions of this contract, will form a contract via the IPA Foundation between the provider and a Funder to deliver certain contracted services to the beneficiaries of the Funder;
- 2.3.9. **“Claim”** means an account rendered to the IPA Foundation or a Funder, for services rendered to a Beneficiary in terms of a contract between the Contracted Provider and a Funder;
- 2.3.10. **“Data”** means that data generated by Contracted Providers in the course of their practice including, but not limited to, claims data, clinical data, pharmaceutical data, hospital data referral data and any other data determined by the parties, from time to time;
- 2.3.11. **“Effective date”** means the date upon which this agreement commences, which shall be the date that the last party signs;
- 2.3.12. **“Form of Accession” or “FOA”** means a summary of a contract, entered into between the IPA Foundation and a Funder, setting out the salient provisions of such contract, particularly in so far as it pertains to the Contracted Provider, which when signed by a Contracted Provider will, together with this Agreement, constitute a contractual relationship between the Contracted Provider, the IPA Foundation and the Funder;
- 2.3.13. **“Funder”** means an organisation, institution or other body who may legally make payments on behalf of Beneficiaries for healthcare services and which shall

Initial Here 

include, but not be limited to medical schemes, third party medical scheme administrators, friendly societies, insurance entities and the like;

- 2.3.14. **“HPCSA”** means the Health Professions Council of South Africa;
- 2.3.15. **“ICD<sub>10</sub>”** International Classification of Disease, version 10, established by the World Health Organisation, to numerically codify and classify various disease states;
- 2.3.16. **“IPA”** means a local or national independent practitioner association established, owned and/or controlled by a number of Medical Practitioners in independent private practice, to represent their interests;
- 2.3.17. **“IPA Foundation”** means the IPA Foundation, an organization in the process of being registered as a Section 21 Company;
- 2.3.18. **“IPA Provider”** means a provider, who is a member of a Participating Organisation;
- 2.3.19. **“Medical Scheme”** means an organisation as defined in the Medical Schemes Act (Act no 131 of 1998) and medical aid shall have the same meaning;
- 2.3.20. **“Medically Necessary”** means medical or surgical treatments or procedures or tests which are determined by a contracted provider, to be: a) appropriate and necessary for the diagnosis or treatment of any medical or surgical condition, according to the professional and technical standards recognised and adopted by the relevant professional boards of the HPCSA; b) and not primarily for the convenience of the Beneficiary, or the contracting provider or any other provider of Healthcare Services;
- 2.3.21. **“Medicine”** means any substance defined by the Medicine and Related Substances Control Act No 101 of 1965, as amended or re-enacted and unless specifically stipulated, shall mean medicines usually used to treat illnesses that are by common practice, regarded as being either acute or chronic, and accordingly should it become necessary to formally classify medicines as being acute or chronic, this will be negotiated and defined by the parties and will become a formal annexure to this agreement;
- 2.3.22. **“Non-Covered Service”** means those services for which a Beneficiary does not have benefits for, according to either his medical scheme option, or the contract between the IPA Foundation and the Funder, or the rules or limits lawfully set by

the medical scheme and for the payment of which a Beneficiary is personally responsible to the contracted provider for.

- 2.3.23. **“Non-IPA Provider”** means a provider, who is not a member of a Participating Organisation;
- 2.3.24. **“Participating Organisation”** means an IPA that is a member of the IPA Foundation;”
- 2.3.25. **“Parties”** means the parties to this agreement;
- 2.3.26. **“Peer Review”** means the formal review of a contracted providers' practice profile and other clinical information, by a committee of disinterested peers, arranged by the IPA Foundation, the provider's IPA, or a designated agent to determine the acceptability or otherwise of the healthcare costs directly or indirectly generated by a contracted provider, and/or the appropriateness of his/her healthcare treatment; but not limited to, costs, standards of clinical practice according to currently accepted norms, use of formulary products, cost effectiveness, utilisation, quality and patient satisfaction;
- 2.3.27. **“Peer Management or Mentoring”** means the actions taken by The IPA Foundation or an organization of peers of the Contracted Provider nominated by the IPA Foundation to assist a provider to alter his provision of healthcare to beneficiaries, in order that his personal practice profiles may fall within the normal parameters, relative to the practice profiles of his peers, as well as other parameters as may be appropriate, and Peer Support shall mean the same;
- 2.3.28. **“Pharmaceutical data”** means the details of all medicines whether dispensed or prescribed to a patient, which details shall include the name, strength, dosage, quantity and in the case of prescription, the record of such a prescription and in the case of dispensed medicines, the relevant 9 digit Nappi code of each medicine.
- 2.3.29. **“Practice Profile(s)”** means reports generated by or on behalf of the IPA Foundation or the IPA in respect of a particular providers' practice, which reports shall give an overview of the individual provider's practice, and which may be based on clinical information, referral patterns, hospitalisation, procedures, pharmaceutical data and the costs generated by such a practice over a given period of time.
- 2.3.30. **“Territory”** means the area of the Republic of South Africa and Namibia;

2.3.31. **“Withhold, Bonus and Risk Pools”** shall be pools of money which are established in terms of a contract between the IPA Foundation and a Funder, specific to a particular benefit contract, which shall be held in a designated Trust fund and administered by the IPA Foundation, its designated agent and/or the Funder, on behalf of the IPA Foundation, from which incentive payments to certain providers will be made in the sole discretion of the IPA Foundation, according to the provisions of the contract and/or the schedules determined by the IPA Foundation, the interest on which shall accrue to the general funds of the IPA Foundation.

2.4. Terms that are capitalized and not defined in this Agreement shall bear the same meaning ascribed to the in the Act.

### 3. **UNDERTAKING BY CONTRACTED PROVIDER**

The Contracted Provider will:

- 3.1. permit the IPA Foundation and/or any other organization nominated by the IPA Foundation to conduct peer review, utilisation review, practice profiling or similar assessment in respect of its practice and submit to the recommendations made by the IPA Foundation pursuant to such review, including making changes to the manner in which it manages its practice; and / or the suspension of its participation in arrangements with a Funder; and/or the recommendation of the cancellation by the IPA Foundation of its status as a Contracted Provider where it fails to achieve and comply with minimum requirements set by the IPA Foundation.
- 3.2. comply with the minimum requirements for a network practice as determined by the IPA Foundation from time to time;
- 3.3. furnish all relevant claims, clinical, Pharmaceutical Data or other Data, to the IPA Foundation as required in terms of any contract or FOA entered into;
- 3.4. at all times comply with the Act and the rules of the HPCSA, including the ethical rules applicable to its profession;
- 3.5. pursuant to the rules of the Health Professions Council of South Africa, remain personally responsible at all times for the treatment and clinical welfare of its patients;
- 3.6. at all times use its best endeavours to provide appropriate, cost-effective, quality, ethical and accessible healthcare to its patients;
- 3.7. in respect of the referral of its patients:

- 3.7.1. refer patients to healthcare providers who provide ethical, cost-effective health care;
  - 3.7.2. not accept any inducements or incentives to refer patients to particular health care providers or facilities;
  - 3.7.3. ensure that the referral of patients to specialists and other healthcare providers is accompanied by a communication containing all relevant information and, where appropriate, relevant test results, in order to avoid unnecessary or repeat services or tests being performed;
  - 3.7.4. at all times ensure that referrals, the performance of procedures, the dispensing or prescribing of Medicine and the hospitalisation of patients is materially relevant and appropriate to the investigation, diagnosis and/or treatment of the patient's condition.
- 3.8. in order to participate in any contract negotiated between the IPA Foundation and a Funder, sign a FOA setting out the salient points of any such contract as they pertain to it, which FOA's will be added to this Agreement as an annexure. Upon request, the Contracted provider shall be entitled to a copy of the complete contract to which any FOA pertains prior to signature of the relevant FOA;
- 3.9. endeavour to maintain in its practice a computer with email and internet access and capability and the required standard of hardware and licenced software to submit Data to the IPA Foundation and claims to Funders, electronically via electronic data interchange or via any other mode of electronic communication required by the IPA Foundation and /or the Funder;
- 3.10. protect the confidentiality of its patient's information and only release such information:
- 3.10.1. to a Funder, to enable it to meet its obligations in respect of any contracts to which the Contracted Provider is a participant
  - 3.10.2. to the IPA Foundation for use during the currency of this Agreement and thereafter:
    - 3.10.2.1. to enable it to meet its obligations in respect of any contracts to which the Contracted Provider is a participant; and
    - 3.10.2.2. to enable it to use such information for statistical research, peer review or demographic purposes, in a manner that does not in any

way identify particular patients or Beneficiaries unless consented to by such patient or Beneficiary.

- 3.10.2.3. If it is required by legislation or a court order; and
- 3.10.3. with the consent of the Patient and, in the case of a minor, as defined in the Act, only with the permission of the parent or legal guardian of the minor;
- 3.11. adhere to the formulary and/or clinical guidelines approved by the IPA Foundation for a particular contract;
- 3.12. keep the IPA Foundation updated with regard to any changes in information that I have supplied to its member database, within 10 (ten) working days of such changes taking place and also to supply the IPA Foundation with any additional information, which it may require;
- 3.13. be entitled, if a contract or FOA provides for any bonus pools, risk pools, withhold pools or similar or other methods of alternative reimbursement, to receive such moneys from the IPA Foundation, or where appropriate by the Funder, according to a predefined protocol, which shall be decided upon for each contract;
- 3.14. hereby authorizes the IPA Foundation to enter into discussions with Funders, in its interests, in respect of fees for service, modified fees for service, partial or full capitation or any other alternative and appropriate form of remuneration, and to perform the required contract maintenance in respect of such contracts entered into by the Contracted Provider;
- 3.15. if it continuously fails to meet any standards set for Reviews, accept a reasonable penalty being implemented against it, including, but are not limited to a loss of higher fees, non-participation in a bonus-, withhold- or other incentive pools system and/or the termination of a contract with a particular Funder or the termination of this Agreement in its entirety;
- 3.16. at all times carry adequate professional medical indemnity or medical insurance
- 3.17. report to the IPA Foundation within 14 (fourteen) days thereof , the results of any negative judgments given against it by the relevant Professional Board of the HPCSA or any South African Court in respect of any medical or professional matter, theft or fraud;
- 3.18. ensure that its practice conforms to any accreditation criteria and standards required by the IPA Foundation, and in providing treatment to patients, use the appropriate and correct instruments and equipment in accordance with my training and experience;
- 3.19. in the management and operation of its practice, make the health needs of its patients its first priority and always practice ethical, cost-effective, quality medicine within the scope of its



training and abilities and ensure that its colleagues and staff who perform any treatments or procedures under its direction and/or supervision are adequately trained and competent to perform such treatments and/or procedures and currently registered with the appropriate Professional Boards or Councils;

- 3.20. submit all claims under its personal HPCSA number, as well as my practice number or group practice number using 9-digit Nappi codes for pharmaceutical claims and will submit clinical claims using ICD 10 and/or CPT 4 coding if these are required by the IPA Foundation, the law or a specific contract within 30 (thirty) days of the service being provided;
- 3.21. provide only those services within the scope of its professional skills, knowledge and abilities in facilities that, according to the current accepted opinion of my Professional Board, societies and learned colleges, largely meet the standards considered to be 'best practice' in an appropriate facility, to the best of its ability in a cost effective manner without discrimination whatsoever in regard to race, gender, language, religion or nationality of the patient, and at all times with respect for the patient's dignity; and ;
- 3.22. should it provide non-covered services, including procedures or medicines to a Beneficiary collect payment for such services from the Beneficiary or the principle member and not seek to collect such payment from the Funder or the IPA Foundation;
- 3.23. be under no obligation whatsoever, to accede to any contract negotiated between the IPA Foundation and will be free to accept or reject such contracts at its own discretion;
- 3.24. keep the terms and conditions of this Agreement, including the annexures or addendums thereto strictly confidential, understanding that any information contained therein is regarded by both the IPA Foundation and the Funders as being highly sensitive and of strategic importance, so that divulging of such information to a third party, may cause irreparable harm to the IPA Foundation and/or the Funder. The confidentiality provisions contained in this clause shall survive (a) the termination of its membership of the IPA Foundation; and (b) the termination of this Agreement; and should it breach the provisions of this clause 3.24 at any time, it will constitute a material breach of this Agreement;
- 3.25. be entitled to use trademarks, logo's, certification, accreditation, branding, marketing or other identifying instruments or signage identifying it as an accredited participating IPA Foundation provider, as well as any standard operating procedures, operating manuals, other similar information, including any information or material from Funders, which shall at all times remain the property of the IPA Foundation/ the Funder, as may be appropriate and returned to the IPA Foundation and/ the Funder, as may be appropriate within 14 (fourteen) days if it should cease to be a Contracted Provider;

- 3.26. enter into this Agreement in its personal capacity and not as a representative of its practice;
- 3.27. where it enters into this Agreement as an IPA Provider, be subject to maintaining its membership of an IPA, failing which this Agreement may be cancelled, save that it may then choose to participate as a Non-IPA Provider.
- 3.28. where it enters into this Agreement as a non-IPA provider be required to choose an IPA for the purposes of Peer Review and management and possibly the delivery of services on behalf of the IPA Foundation or agree to an IPA appointed for this purpose by the IPA Foundation.

**4. UNDERTAKING BY THE IPA FOUNDATION**

The IPA Foundation will:

- 4.1. seek to enter into agreements with Funders that promote the delivery of cost-effective, quality, accessible health care to the Beneficiaries delivered by the Contracted Provider, within the ethical rules of the HPCSA;
- 4.2. ensure that the contracts eliminate waste, fraud and abuse from the system, so that any savings so generated may be applied to bring down the cost of healthcare for the Beneficiary and improve the remuneration for the contracted providers of the IPA Foundation;
- 4.3. seek to negotiate appropriate contracts, under the prevailing market conditions for consideration by the Contracted Providers, with enhanced payments for IPA Providers where possible;
- 4.4. seek to ensure that any risk that the Contracted Provider is required to assume, will be acceptable and manageable, monitored by the IPA Foundation and commensurate with the remuneration payable in respect thereof;
- 4.5. seek to prevent Funders from unilaterally changing the terms and conditions of any contract;
- 4.6. seek to ensure that the Funder adheres to the terms and conditions of any contract entered into between itself and the Contracted Provider and does not unilaterally change the terms and conditions of the contract with the Contracted Provider or the IPA Foundation;
- 4.7. provide the Contracted Provider with information or reports and where required, assistance, to try and ensure that the profiles and reviews of the Contracted Providers remain within the accepted parameters and benchmarks, required by the various contracts and undertakes that due cognizance will always be taken by the IPA Foundation of any special, unusual or

unique circumstances, which in the discretion of the IPA Foundation, may be regarded as being an acceptable reason for an 'abnormal' profile.

- 4.8. afford the Contracted Providers adequate time to remedy any abnormal profiles, before proceeding with a formal peer review;
- 4.9. ensure that if a formal peer review is held, that it will be fair and that the review will be performed by peers, but that these peers will never be drawn from his/her immediate area, thus eliminating any local bias or prejudice and ensuring confidentiality;
- 4.10. treat all information regarding the Contracted Provider, its practice and patients in the strictest confidence and maintain confidentiality in respect thereof at all times;
- 4.11. ensure that where the IPA Foundation is responsible for making payments to the Contracted Provider, according to the terms and conditions of a particular contract, that such payments:
  - 4.11.1. will be made within the agreed time and pursuant to the provisions of such contract;
  - 4.11.2. will be accompanied by a detailed payment advice or reconciliation and clear reasons if a part or the whole of a payment is denied, which will be in electronic or paper format whichever is accessible to the provider;
  - 4.11.3. will as far as possible be made electronically;
  - 4.11.4. will ensure that any third parties contracted to effect such payments on behalf of the IPA Foundation are bound by the stipulations of any contract, which pertain to such payments and will also ensure that all information whether that of the Contracted Provider or his/her patients will be subject to same safeguards of confidentiality as is set out in paragraph 4.10 Above;
- 4.12. hold all monies paid to it by a Funder for distribution to the IPA Foundation contracted providers in respect of services rendered or to be rendered, as per legislative or contractual requirements, in a dedicated Trust Account, will be subject to transparent bookkeeping, which funds will not be deemed to be part of the income or capital of the company, except in so far as payment needs to be made to the IPA Foundation or its ancillary providers, for service rendered in terms of a particular contract.
- 4.13. in discussions with Funders, motivate for the Contracted Provider to receive a reasonable portion of any savings that are generated by the conduct and practice employed by Contracted Providers, whether in the form of increased fees, payment from bonus pools, lump-sum or other payments;

## IPA FOUNDATION / Registration Agreement

- 4.14. seek to ensure that the Funders educate their Beneficiaries on the benefits and rules of participation in arrangements with Contracted Providers;
- 4.15. promote the IPA Foundation Network and its Contracted Providers, within the ethical rules laid down by the Professional Boards of the Health Professions Council of South Africa;
- 4.16. in addition to any financial advantages that it may achieve for Contracted Providers, seek to achieve the following additional benefits for Contracted Providers:
  - 4.16.1. bring new patients into the system;
  - 4.16.2. endeavour to reduce the provider's administrative duties;
  - 4.16.3. keep Contracted Providers at the forefront of beneficial technological advances;
  - 4.16.4. negotiate preferential treatment and tariffs in respect of the installation of computer systems and programmes where this is feasible;
  - 4.16.5. negotiate preferential opportunities to participate in business or financial opportunities, as they are developed or sourced by the IPA Foundation;
- 4.17. regularly communicate and keep the contracted providers informed and up to date regarding those contracts that they participate in;
- 4.18. in the case of an IPA Provider always recognize the importance of its membership to the IPA and will to this end seek to, in the first instance, appoint such IPA to manage IPA Provider, the contracts and communications with it and conduct its peer review and mentoring;
- 4.19. in the case of a non-IPA contracted provider, deliver the services agreed to with a Funder either directly or via the IPA to which such a provider has been allocated by the IPA Foundation.

### 5. RELATIONSHIP

The relationship between the Contracted Provider and the IPA Foundation is that of independent contractor and principal and not one of employment or agency.

### 6. LIMITATION OF LIABILITY

- 6.1. Neither party shall be liable to the other for any indirect or consequential damages, whatsoever.

- 6.2. The IPA Foundation shall not be liable to the Contracted Provider for any loss or damages suffered or incurred by the Contracted Provider as a result of its performance under this Agreement and any FOA, other than such damages arising from the IPA Foundation's gross negligence or willful default of its obligations.
- 6.3. The Contracted Provider shall indemnify the IPA Foundation and any Funder, with which it contracts via the IPA Foundation, against any claim including, but not limited to claims for professional liability against it arising from its performance and/or that of its employees under this Agreement or any FOA, other than in respect of any claim, loss or damages arising as a direct result of a rule or decision by the IPA Foundation or a Funder.

**7. DISPUTE RESOLUTION**

Any dispute between the parties regarding the interpretation of this Agreement, any rights or obligations contained therein or any breach thereof, shall be resolved as follows:

- 7.1. The parties shall meet in a good faith in an attempt to resolve the issue at hand. If after 15 days the dispute has not been resolved, the dispute shall be dealt with as follows:
- 7.2. The parties shall appoint an arbitrator, whose decision shall be binding on them, shall be carried into effect and may at the insistence of one of the parties, be made an order of any Court of competent jurisdiction.
- 7.3. The arbitrator shall be, if the issue is:
  - 7.3.1. primarily an accounting matter, an independent accountant with no less than 10 (ten) years standing agreed upon between the Parties to the dispute;
  - 7.3.2. primarily a legal matter, a practicing advocate or attorney with no less than 10 (ten) years standing, agreed upon between the Parties to the dispute;
  - 7.3.3. primarily a legal matter, a practicing advocate or attorney with no less than 10 (ten) years standing, agreed upon between the Parties to the dispute.
  - 7.3.4. if primarily a medical matter with the exception of Peer Review or Peer Management, the Head of the Department of Family Medicine at the University of Pretoria (or similar department) or a person or persons nominated by him who shall have at least 10 (ten) years standing.
- 7.4. If the parties cannot agree on either the nature of the dispute and/or an arbitrator in terms of sub-paragraph 7.3, the decision regarding the nature of the dispute or the arbitrator shall be

made by the President of the Law Society of the Northern Provinces (or any successor to that Society), within 7 (seven) business days after the parties have failed to agree.

7.5. The arbitration shall be held at the IPA Foundation head office, and the arbitrator shall apportion costs.

**8. TERM AND TERMINATION**

8.1. That this contract between the IPA Foundation and the Contracted Provider will be effective from the Signature Date remain valid indefinitely until terminated by either party in one of the following ways:

8.1.1. on 90 (ninety) days written notice by one of the parties to the other.

8.1.2. with immediate effect upon cancellation or termination of the Contracted Provider's registration with the relevant professional board of the HPCSA;

8.1.3. by the IPA Foundation, due to more than 2 (two) adverse findings of a formal peer review committee within a calendar year, within thirty (30) days written notice of such a finding unless the Contracted Provider lodges an appeal and if such an appeal be unsuccessful, then within thirty (30) days of the result of such an appeal;

8.1.4. with immediate effect if the Contracted Provider emigrates from the Territory or ceases to practice as a doctor;

8.1.5. Within 30 days if the Contracted Provider:

8.1.5.1. in the opinion of a majority of the Board, is found guilty of conduct which brings or is likely to bring, me or the IPA Foundation into disrepute;

8.1.5.2. is convicted of the crime of theft or fraud; or

8.1.5.3. is convicted and sentenced either to imprisonment without the option of a fine or to a fine exceeding R5 000 for any offence listed in schedules 1 or 2 of the Criminal Procedure Act, (Act 51 of 1977) as amended, which decision shall be at the discretion of the Board; or

8.1.5.4. becomes a lunatic or of unsound mind;

8.1.5.5. fails to comply with the terms and conditions of this agreement or a managed care agreement or FOA it has signed, and failed to

comply with a request of the Board to remedy such non-compliance within 30 days of being requested to do so;

- 8.2. Should this Agreement be terminated, the Contracted Provider will continue treating its patients that have been contracted in accordance with the provisions of this Agreement to the best of its abilities, until alternative arrangements can be made for the care of such patients. During this intervening time, the Contracted Provider will be regarded as a non-contracted provider and will not be entitled to partake in any of the privileges, including higher fees or bonus payments or similar advantages, which have been negotiated on behalf of, contracted and IPA providers by the IPA Foundation.
- 8.3. Notwithstanding anything contained in this clause 8 any termination of a contract entered into between the Contracted Provider and a Funder and annexed hereto shall not affect the validity of this Agreement.

9. **DOMICILIA CITANDI ET EXECUTANDI AND NOTICES**

9.1. The parties choose the following *Domicilia Citandi Et Executandi*

9.1.1. **The IPA Foundation**

Suite 51, 5<sup>th</sup> Floor,

Rynlal Building, 320 The Hillside Street,

Lynnwood, Pretoria, 0002.

**Telephone number:** 012 348 7611

**Telefax:** 012 361 3684

**Fax to email:** 086 691 6660

9.1.2. **The contracted provider**

As per the physical address and Telefax number on page 1 (the frontispiece).

9.2. Any notice to a party shall be addressed to its domicilium aforesaid and either sent by prepaid registered post, telefax or delivered by hand. In the case of any notice:

9.2.1. if delivered by hand to a responsible representative of the addressee, it shall be presumed to have been received on the date of delivery unless the contrary is proved, provided that such a date is a business day or otherwise on the next following business day;

9.2.2. if sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the tenth business day after posting;

9.2.3. if sent by telefax on the day of dispatch, provided such a date is a business day or otherwise on the next following business day; The sender must be able to provide proof of successful transmission, should it be required.

9.3. Any party shall be entitled by notice in writing to change its domicilium, provided that the change shall only become effective 10 (ten) business days after the service of the notice in question.

9.4. For purposes of this clause "Business Day" shall mean any day other than Saturdays, Sundays or Public Holidays.

**10. CESSION AND ASSIGNMENT**

10.1. The IPA Foundation will be entitled to cede its rights or assign its obligations under this agreement on 30 (thirty) days notice to the participating provider.


10.2. The participating provider will not be entitled to cede his rights or assign his obligations under this agreement, unless the prior written consent of the IPA Foundation has first been obtained.

**11. WHOLE AGREEMENT**

11.1. This Agreement is the whole agreement between the Parties and supercedes any prior agreement of a similar nature between the Parties.

11.2. No amendments, additions or variation hereto shall be of any force or effect unless reduced to writing and signed by the Parties

**FOR THE IPA FOUNDATION**

Signature:   
who warrants that he is duly authorised thereto

Name: AD BETHRMAN

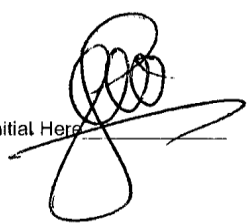
Date: 10 January 2017

Place: CAPE TOWN

Witness: ESnyman

© IPA FOUNDATION

Practice Number: \_\_\_\_\_

Initial Here 



**CONTRACTED PROVIDER**

**Banking Details of the Provider:**

**Banking Details of the Provider:** Name of Account:.....

Bank:.....Acc. No: .....Branch.....Branch Code.....

Type of account (Current/Savings/Other.....or include a copy of a cancelled cheque

**7. Satellite Practices:**

Physical:.....Physical.....

.....

.....

Tel:.....Tel.....

Fax:.....Fax.....

**8. DISPENSING:** (YES) ..... (NO) .....

Dispensing License No:.....Expiry Date:.....

**FOR CONTRACTED PROVIDER**

Signature: \_\_\_\_\_  
**Doctors Signature**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

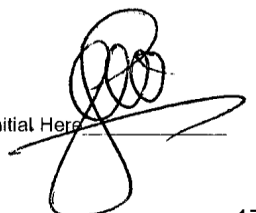
Place: \_\_\_\_\_

Witness: \_\_\_\_\_

**This agreement must be completed by each individual provider in a practice. Each page must be initialed by the provider and the witness.**

© IPA FOUNDATION

Practice Number: \_\_\_\_\_

Initial Here 

**ACCREDITATION CRITERIA**

In order to qualify as a participating provider in this contract, a provider must adhere to the following accreditation criteria:

1. Be licensed by and in good standing with the Medical and Dental Professional Board of the Health Professions Council of South Africa.
2. Be a member of the Medical Protection Society or any other similar organisation providing equivalent indemnity insurance, as approved by the Executive Committee of the IPA Foundation and at all times must be in the position to upon request must furnish the Executive Committee with written proof that current premiums have been paid or alternatively must sign an indemnity form indemnifying the IPA Foundation, any Funder against any claims arising from this contract or any Act or omission in relation to the member's professional conduct.
3. Practice as a general practitioner in the Territory and who derives more than 60% of its income from private general practice; or be a member of an IPA in the Territory.
4. Must have the necessary hardware and software to comply with the IPA Foundation's requirements from time to time, for sending and receiving information via information technology pathways, including but not limited to, the submission of claims to Funders and the provision of clinical, pharmaceutical and other data to the IPA Foundation or any organisation it designates as may be required from time to time.
5. Supply the IPA Foundation, in a form reasonably required by it, with his clinical pharmaceutical utilisation, billing and any other information that may be required by the IPA Foundation from time to time, for whatever purpose it may deem necessary, subject at all times to the requirement of any relevant law, ethical requirements and confidentiality as is more fully set out in this Agreement. The Contracted Provider shall hereby grant the IPA Foundation a royalty free perpetual license to use such information for its own purposes only in the Territory.
6. Submit to practice profiling, peer management, peer review and similar assessments performed by the IPA Foundation (or an agent of the IPA Foundation) as established by the Board and/or required by contractual obligations from time to time, with the understanding that a negative peer review may result in termination of the member's contract (FOA) with a particular fund or option and/or as a participating provider of the IPA Foundation.
7. Render accounts to the Funders contracted to the IPA Foundation in a format required by the IPA Foundation, subject always to any legal requirements or Funder rules.