

CONTRACT

between

THE INDEPENDENT PRACTITIONERS ASSOCIATION FOUNDATION

(Registration Number: 2009/001513/08)

(hereinafter referred to as 'the Foundation')

agreed to and signed by

The Participating Doctor:

Dr. _____

HPCSA Number MP. _____

Practice Number: _____

Group Practice Number (if applicable): _____

ID. NO: _____

IPA Affiliation (if Applicable): _____

Physical: _____

Postal: _____

Code: _____

Tel: _____

Fax: _____

E-mail: _____

(hereinafter known as the "provider")

and

CHARTERED ACCOUNTANTS (SA) MEDICAL AID FUND

(Registration Number: 1043)

(hereinafter referred to as "CAMAF")



1. Recordal:

- 1.1 I, the aforementioned and undersigned, being a contracted provider of the IPA Foundation, hereby contract with CAMAF to service the CAMAF members, under the terms, conditions and provisions as set out in this INDIVIDUAL PRACTITIONER AGREEMENT together with annexures hereto, but subject to the provisions of the Registration Agreement signed between myself and the IPA Foundation and the Scheme Rules pertaining to the relevant Options of CAMAF.
- 1.2 CAMAF wishes to establish a network of General Practitioners to provide primary healthcare services to the beneficiaries of its options, and hereby contracts the aforementioned and undersigned provider, to provide such services pursuant to the terms and conditions of this agreement, subject to the provisions of the Registration Agreement, with the IPA Foundation, and the relevant CAMAF Scheme Rules.
- 1.3 The parties further record that unless a word or phrase is specifically interpreted or a provision specifically included in this contract, all words, phrases and provisions shall bear the same meanings and have the same force or effect as those contained in the Registration Agreement and that should there be a conflict between words, phrases and provisions in this INDIVIDUAL PRACTITIONER AGREEMENT and those in the Registration Agreement, those in the Registration Agreement shall prevail.
- 1.4 The Parties further note and agree that this INDIVIDUAL PRACTITIONER AGREEMENT shall include all the current Annexures and Addendums as well as any future Annexures and Addendums, as may be agreed to by CAMAF and the Foundation, and these and current as well as future Annexures and Addendums form an integral part of this INDIVIDUAL PRACTITIONER AGREEMENT.

2. Interpretation:

In addition to the interpretations recorded in the IPA Foundation / Provider Registration Agreement, (the Registration Agreement), which shall also be applicable in this Contract, the following interpretations are added, subject to the provisions of clause 2 of the Registration Agreement:

“Beneficiaries” means the principle member and or his /her dependants as defined in the Act, who have subscribed to certain options of CAMAF, as may be determined from time to time;

“Confidential Information” means any and all information, methods and processes used in respect of the of either Party, including, without limitation, patents, patent applications, trade-marks, trade secrets, designs, copy rights, specifications, lists, formularies, databases, patient data and know-how, and/or financial information and methods, including information regarding patients’ records acquired either directly or indirectly by either party or any other party or person and this Contract

“Contracted Provider” means a provider as defined in the IPA Foundation Agreement and who has signed this INDIVIDUAL PRACTITIONER AGREEMENT, to provide primary healthcare services to the beneficiaries belonging to CAMAF, as well as the said Registration Agreement between the Independent Practitioners Association Foundation and the participating doctor.




“Dispensing Doctor” means participating provider who is currently licensed to dispense in accordance with the provisions of the Medicine and Related Substances Control Act. (Act nu. 101 of 1965), as amended.

“Effective Date” means the date of signature of the last party to sign.

“Benefit Exclusions” means the services not offered as stipulated in the Scheme Rules;

“Month” means a month as per the calendar commencing on the 1st (first) day of such a month and ending on the last day of such a month;

“Non - Contracted Provider” means a provider who has not signed the Registration Agreement between the Independent Practitioners Association Foundation and a participating doctor.

“Procedures” means clinical procedures performed by the participating providers in their consulting rooms or other non-admission facilities, in terms whereof the participating provider may claim the agreed tariff from CAMAF.

“Provider Manual” means a document drawn up by CAMAF for the information of participating providers, containing information regarding benefits, formularies, policies, lists, protocols, contact details and the like;

3. Duration and Termination:

3.1. This agreement shall become effective in relation to the parties on the effective date and shall remain in force indefinitely subject to the provisions of this Clause 3. This agreement revokes and replaces any previous agreement or arrangement that the Contracted Provider may have entered into with the Scheme or its Administrator.

3.2. The parties to this INDIVIDUAL PRACTITIONER AGREEMENT agree that any of the parties may terminate this INDIVIDUAL PRACTITIONER AGREEMENT at any time on 90 (ninety) days written notice to the other parties and with the following provisos:

3.2.1. That this clause is subject to inter alia Clause 8 of the Registration Agreement;

3.2.2. That the provider’s participation in the INDIVIDUAL PRACTITIONER AGREEMENT may be summarily terminated in any of the under mentioned events happening:

3.2.2.1. if he/she persistently, after due warning, breaches the terms and conditions of this INDIVIDUAL PRACTITIONER AGREEMENT, as agreed to by both the Foundation and CAMAF;

3.2.2.2. if a ruling by a disciplinary hearing of the HPCSA, results in the participating provider being unable to provide unfettered and independent healthcare services to the beneficiaries of CAMAF or where the ruling, is of such a nature that the safety or the





quality of care of the CAMAF Beneficiaries is, in the opinion of both CAMAF and the Foundation, being put at risk;

3.2.2.3. if the Contract between the participating provider and the Foundation, is terminated for whatever reason;

3.2.2.4. where the integrity and/or reputation of either CAMAF or the Foundation is or may be impugned by the actions of the provider.

3.2.3 That from time to time changes to the provisions contained in this INDIVIDUAL PRACTITIONER AGREEMENT may become necessary, including, but not limited to interim or annual determination of the fee structure. In such cases the provider will be informed of the proposed changes and given a period in which the provider may terminate this Contract as a result of the proposed changes, failing which the provider will be deemed to have elected to accept the changes and continue with this INDIVIDUAL PRACTITIONER AGREEMENT;

3.2.4 That should the Agreement between the IPA Foundation and CAMAF terminate for whatever reason, this Agreement between the undersigned Provider and CAMAF shall automatically terminate on the same date, the parties however recognising the right of CAMAF to contract the providers in its own right.

4. Confidentiality

4.1 The parties to this agreement hereby undertake to maintain the confidentiality of the Confidential Information supplied in terms of this agreement and to use such Confidential Information solely for the purposes as contemplated by this agreement and for no other purpose or reason of whatsoever nature.

4.2 The parties further agree to comply with the provisions of the Protection of Personal Information Act 4 of 2013 (“POPI Act”) in respect of all actions taken in respect of personal information as defined in the aforementioned Act supplied and exchanged in terms of this agreement.

4.3 The provisions of clause 4.1 and 4.2 shall not apply to:

4.3.1 Information which is independently developed by either party;

4.3.2 Information which is publicly available without a breach of this agreement;

4.3.3 Has lawfully been received from a third party;

4.3.4 Is required to disclosed by virtue of a statutory requirement or pursuant to a court order.

5. Rights and Responsibilities of the Parties:



The rights and responsibilities of the parties are set out in the various Annexures to this agreement.

6. Limitation of liability:

- 6.1. Neither party shall be liable for any indirect, special or consequential damages (including, but not limited to, in respect of both indirect or consequential damages, lost business, loss of profits, anticipated savings, whether foreseeable or not, loss of use, business interruption, loss of data or goodwill, and even if a party has been advised of the possibility of such damages arising) however arising, except where such party acted wilful or grossly negligent. In such case where the defaulting party acted wilful or grossly negligent, the innocent party shall be entitled to claim for any indirect, special or consequential damages (including, but not limited to, in respect of both indirect or consequential damages, lost business, loss of profits, anticipated savings, whether foreseeable or not, loss of use, business interruption, loss of data or goodwill.).
- 6.2. Subject to clause 5.1 *supra*, a contracting party shall not be liable towards third parties for financial loss or damages of whatever nature, caused by another contracting party.

7. Warranties:

The Provider warrants that –

- 7.1. He/she is properly registered and in good standing with the HPCSA;
- 7.2. He/she has the necessary skills, knowledge and experience to carry out his obligations under this Agreement.

8. Breach:

Notwithstanding any other provision of this Agreement, should either party (“defaulting party”) commit a material breach of any provision of this Agreement and fail to remedy such breach within seven days of receiving written notice from the other party (“aggrieved party”) requiring it to do so, then the aggrieved party shall be entitled, without prejudice to its/his/her other rights in law, to terminate this agreement or to claim immediate specific performance of all of the defaulting party’s obligations whether or not due for performance, in either event without prejudice to the aggrieved party’s right to claim damages.

9. Domicilium Citandi et Executandi and Contact Details:

9.1. The Foundation:




Physical Address:

51 Rynlal Building,
320 The Hillside Street,
Lynnwood,
Pretoria
RSA

Tel: (012) 348 7611

Fax: 086 691 6660

E-mail: sonette@ipafoundation.co.za

Postal Address:

P. O. Box 36826,
Menlo Park,
Pretoria
0102
RSA

8.2 CAMAF:

Physical Address:

**c/o Sanlam Health
Wedgefield Office Park
17 Muswell Road South
Bryanston**

Postal Address:

**P O Box 2964
Randburg
2125**

8.3 The Participating Doctor:

As per page 1 (Frontispiece) of the contract

8.4 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:

8.4.1 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;



8.4.2 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;

8.4.3 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.

8.5 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. Banking Details of the Provider:

Name of Account : _____

Bank : _____

Branch : _____

Account Number : _____

Branch Code : _____

Type of account (Current / Savings / Other : _____

Or include a copy of a cancelled cheque

10. Satellite Practices:

Physical: _____

Physical: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

11. Dispensing:

Do you dispense?

Yes

No



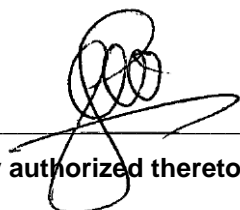

11.1 Dispensing License No: _____

11.2 License Valid until: _____

Signed by the Contracted Provider at _____ on this _____ day of
_____ 20__

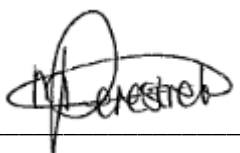
Doctors Signature

Signed on behalf of the IPA Foundation by Dr A D Behrman at Pretoria on the 8th day of
November 2016



Duly authorized thereto

Signed on behalf of CAMAF by Monica Perestrelo at Johannesburg on the 7th day of
November 2016.



Duly authorized thereto

Return together with initialled Annexures to: **Sonette Botha**
P. O. Box 36826, Menlo Park 0102; or
Fax to e-mail: 086 691 6660; or
E-mail: sonette@ipafoundation.co.za



ANNEXURE A

FEES PAYABLE TO CONTRACTED PROVIDERS

BY

CAMA F BENEFICIARIES

1. The fees payable by CAMAF to Contracted Providers in terms of this agreement constitutes an offer from CAMAF to Contracted Providers directly which the Contracted Provider is either free to accept or reject by entering into this agreement.
2. It is recorded that the IPA Foundation does not negotiate or approve fees offered by CAMAF to Contracted Providers.
3. The fee offer from CAMAF to Contracted Providers will be reviewed annually and will apply from 1st of January of a year to the 31st of December of the same year, unless an interim change to the fee structure is offered by CAMAF.
4. Changes in the fees, whether interim or annual, will become effective only when a relevant addendum to this contract has been signed by the relevant parties hereto.
5. The Contracted Provider shall have the right to accept or reject the new fee structure and in the case of rejection, terminate his/her participation in the contract.
6. CAMAF will pay all valid claims at the tariffs set out below, clause 11, and as amended in future.
7. As this is a performance based reimbursement Contract, no balance billing, levies, administration or other fees of whatever nature may be charged to the patient by the Contracted Provider.
8. Pursuant to Regulation 15 E(1)(b) of the Regulations to the Medical Schemes Act, no fees that may be owing to the provider, may be charged to or collected from the beneficiary, with the exception of payment for non-covered services. See 8, below.
9. If a beneficiary requests treatment, special investigations, medication etc. outside the CAMAF benefit option to which that beneficiary is entitled, i.e. so-called non-covered services, the practitioner agrees to advise the beneficiary, that the cost of the service provided, will be for the Member's own account, at a rate agreed between the beneficiary and the practitioner and that the non-covered service thus rendered will not be paid for by either CAMAF or the IPA Foundation.
10. If a beneficiary exhausts his or her benefits, during the course of a year, this Contract will be deemed to be in abeyance, until the start of a new benefit year, during which time the provision of services to the beneficiary will be governed by the provision relating to non – covered services. See 8 above.
11. In all cases where non-covered services are provided to beneficiaries the provider must request the beneficiary (or where appropriate the legal guardian), to sign a patient liability form in recognition of the provision of non-covered services and therefore the patient's liability, which form shall be kept in the




patient's file for 5 years, and a copy of which shall be produced, when so requested by the patient or CAMAF.

12. The fees for consultations and procedures for 2016 are as follows:

All procedures, will be paid should there be sufficient benefits.

13. Notes to the Fees

- a) Profiling and therefore Peer Review depends on the availability of sufficient data in order to produce statistically credible results (Profiling scores). While it is possible that historical data may be available for immediate use, it may be necessary for an intervening time to elapse within which, sufficient data is captured and processed to produce credible Profiles.
- b) During this time all contracted doctors will be paid at the default rate.
- c) Members are however advised to practice as cost-effectively as they can, ensuring excellent quality, so that they may be awarded a high profile category, when Profiling is implemented.
- d) Categories are determined by Profiling at quarterly intervals. Implementation of the new categories, after profiling has been implemented, and payment status will commence as from or such later date as may be agreed to between the parties, under the supervision of the Central Peer Review Committee (CPRC) of the Foundation. An allocated category will therefore remain in place for 3 (three) months, unless a successful appeal has been lodged with the CPRC, who will peer review the profile. Should an appeal be successful, the provider's claims for that interval during which the appeal was being assessed, will be retrospectively adjusted.
- e) **PMB's:** Notwithstanding that this Agreement is subject to Regulation 8 of the Medical Schemes Act (Act 131 of 1998), payment for Prescribed Minimum Benefits, as defined in the said Act and the Regulations thereto, will be paid for at the rates set out in this Annexure A.
- f) CAMAF undertakes that it will pay the provider according to the provisions of the Medical Schemes Act (Act 131 of 1998), but hereby gives notice that it will make every effort to make payment according to the payment runs which are currently every Wednesday.
- g) That should a problem of whatever nature arise, leading to a delay in the payment of valid claims, CAMAF will immediately inform the Foundation and the provider about the nature of the problem, when it is likely to be resolved and what interim measures are being taken to mitigate the effect on the provider.



ANNEXURE B

RESPONSIBILITIES OF THE CONTRACTED PROVIDER

1. It is recorded that the Contracted Provider will be subject to the provisions, terms and conditions of this Agreement, the Registration Agreement between a participating provider and the IPA Foundation and more specifically to Clause 3 thereof, as well as the Scheme Rules of CAMAF including but not limited, to the provisions more specifically listed below:

2. The provider will at all times adhere and be subject to the Ethical Rules and other decisions of the Health Profession Council of South Africa and will be registered and remain registered at the Health Professions Council of South Africa as being permitted to practice in Independent Practice.

3. Will at all times provide the beneficiaries of CAMAF with quality, cost-effective and appropriate healthcare, delivered in an appropriate setting, subject to the provisions of the Agreement signed with the Foundation and the Scheme Rules of CAMAF.

4. The provider will ensure that there is continued access for the beneficiaries of CAMAF to the Contracted healthcare services, in the absence of the undersigned participating practitioner, either through partners, assistants, locum tenens who must be made aware of and deliver services according to the provisions of this Agreement or via a 24-hour facility. It being noted that the provider will make all reasonable endeavours to inform the patients of such access.

5. The Provider will endeavour to send at least 99% of all claims via EDI.

6. The Provider agrees that he/she will be subject to Profiling and Peer Management/Review by the Central Peer Review Committee of the Foundation, or an agent appointed by the said Committee and that Profiling will lead to the allocation of the Provider into a Category which will determine the provider's fee. It being noted that such Profiling will be determined by the quality and cost-effectiveness of care provided by the provider, the adherence to clinical protocols, formularies and the like, and that similar practices will be compared, for benchmarking purposes.

7. **Chronic Medicines:**
 - a. For patients requiring chronic medication the contracted provider agrees to complete and submit a Chronic Medication Application Form on behalf of the patient, according to the guideline's published by CAMAF from time to time and published in the CAMAF Provider Manual or on the CAMAF Website, from time to time.

 - b. Chronic Medicine Application Forms may be obtained from the CAMAF by telephoning or from the IPA Foundation by telephoning: (Sonette 012 348 7611).




- c. Generic medication will be prescribed by the contracted provider where it is clinically appropriate and the most cost-effective option. The contracted provider can be required to adhere to Regulation 15I of the Medical Schemes Act, 1998 (Act No. 131 of 1998) which entails the use of a formulary or restricted list of drugs developed on the basis of evidence-based medicine, taking into account considerations of cost-effectiveness and affordability. CAMAF shall provide such formulary or restricted list to the contracted provider, beneficiaries and members of the public, upon request and provision shall be made for appropriate substitution of drugs where a formulary drug has been ineffective or causes/would cause adverse reaction in a beneficiary, without penalty to that beneficiary.

8. **HIV:**

- a. The contracted provider undertakes to use the utmost discretion when dealing with this information.

9. **Hospital Benefit Management:**

- a. All hospital admissions, including day procedures must be pre-authorised in accordance with CAMAF clinical protocols and guidelines and to CAMAF's DSP Network comprising hospital groups.
- b. Elective procedures, should if possible, be authorised 10 days prior to admission.
- c. Pre-authorisation may be obtained by the treating/admitting doctor, or the doctor's staff, hospital staff, the beneficiary or a family Member, as long as such persons have been furnished with the required information – see 11.4 below.
- d. The following information is required for hospital pre-authorisation:
- Beneficiary and Membership Number.
 - Name and Date of Birth of Beneficiary.
 - Date of admission.
 - Date of operation or procedure as applicable.
 - Name and practice number of treating doctor.
 - Name and Practice number of Hospital.
 - Reason for admission using ICD 10 codes.
 - Procedure code/s for surgical cases.
- e. The authorisation number must be given to the hospital and all others e.g. anaesthetists, specialists etc. who render inpatient services to the beneficiary.




- f. **Emergencies:** Pre-authorisations must be obtained upon admission. Where admissions take place after hours (16H00 – 08H00), on week-ends or Public holidays, authorisation must take place on the first business day after admission.
- g. Authorisations may be obtained from 08h00-16h00:
- Telephone : 0860 100 544
 - Email : preauth@camaf.co.za
 - Online via the provider portal on the CAMAF website: www.camaf.co.za (select login)

10. Other Pre-Authorisations:

- a. Authorisations must also be obtained for the following:
- CAT Scan
 - MRI Scan
 - PET Scan
 - Advanced pathology tests - a list of which is available on the CAMAF website www.camaf.co.za
 - Home nursing
 - Endoscopies (in or out of hospital)
 - Oncology treatment
 - Step down facilities
 - Treatment plans for psychotherapy
- b. The information that CAMAF will require is essentially the same as contained in paragraph 9 above:
- Membership number.
 - Name of the patient.
 - Date of birth of the patient
 - Date of procedure.
 - Expected length of stay.
 - Attending doctor performing the procedure – Practice name




- Attending doctor performing the procedure – Practice number
 - Facility where procedure will be performed – Facility name
 - Facility where procedure will be performed – Facility number
 - Tariff code(s) applicable to the procedure
 - ICD10 code(s) applicable to the procedure
 - Diagnosis/Name or description of procedure
 - Short medical history leading up to the admission/treatment
 - Contact name for feedback and follow up
 - Telephone number of contact person
 - Email address of contact person
- c. All claims in respect of procedures requiring pre-authorisation must include the relevant pre-authorisation number in order to ensure payment according to scheme rules and the availability of benefits.
- d. The Provider, if he/she is denied re-authorisation, may request that the pre-authorisation request be escalated to the Medical Advisor on duty, who will discuss the case with the Provider in order to resolve the matter.




ANNEXURE C

RESPONSIBILITIES OF CAMAF

It is recorded that CAMAF undertakes the following:

1. That it will at all times adhere to the provisions of the Medical Schemes Act (act 131 of 1998) and the Rules and Regulations promulgated by the Council for Medical Schemes from time to time.
2. That it will pay the provider's claims directly to the provider..
3. Will ensure that all the beneficiaries that are involved in this contract are thoroughly informed as to the benefits pertaining to his/her option, any and all exclusions and in particular, the rules and provisions of this Contract, which govern or limit the provision of healthcare services by the undersigned provider to the said beneficiaries.
4. That it will only change the provisions of this Contract in consultation with the IPA Foundation.
6. That all communication from CAMAF to the Provider, save routine, communications, of a day to day nature, will be discussed with the IPA Foundation prior to being distributed.
7. That CAMAF will not take any action against the provider, for whatever reason, unless it has been discussed with the IPA Foundation.
 - 7.1 It being noted that the actions contemplated for breach of Contract, fraud or professional negligence include but are not limited to the following:
 - 7.1.1 Allocation to a lower Profiling Category, for a specific time.
 - 7.1.2 Termination of direct payment to the provider for a specific time.
 - 7.1.3 Termination of this Agreement.
 - 7.1.4 Reporting the actions of the provider to the Health Professions Council of South Africa and/or other appropriate authorities.
8. That CAMAF irrevocably recognises the right of the Foundation to represent the undersigned provider, should the provider so choose, in any discussions or dispute between CAMAF and the provider.




ANNEXURE D

RESPONSIBILITIES OF THE FOUNDATION

The Foundation undertakes the following:

1. That it will in the 1st instance be the advocate of the provider's patients and ensure that they have access to those benefits their CAMAF option entitles them to.
2. That it will represent and protect the needs and interests of both its contracted providers and CAMAF i.r.o. all the provisions of this Contract.
3. That it will provide a Profiling /Peer Management service that is fair and acceptable to both CAMAF and the provider.
4. That it will endeavour to resolve all disputes between the undersigned provider and CAMAF, as per the provisions of Clause 8 of Annexure C to this Agreement.
5. That it will provide a call centre for contracted providers, for assistance with contractual matters.
6. That it will advise the other two parties to the best of its abilities and impartially on any matter brought to it by one or both parties.
7. That it will keep the provider informed regarding all discussions between it and CAMAF, regarding the provisions of this Contract, as well as all decisions emanating from such discussions and advise the provider on what the Foundation considers to be an appropriate course of action should that be necessary.




ANNEXURE E

BENEFIT OPTIONS AND PATIENT TOTALS

It is recorded that the participating providers will provide primary healthcare services, according to the provisions of this FOA, to the Members of the following CAMAF Benefit Options:

Name of Option	Current No. of Principle Members	Current No. of Beneficiaries including Principle Members
Alliance	757	1,485
Double Plus	7,584	16,889
Vital	4,253	8,890
Essential Plus	2,744	4,997
First Choice	5,748	7,436
Network Choice	3,994	6,619
Total		

Note:

1. The parties note that the figures recorded above, will fluctuate over time and are largely for illustrative purposes, only.



