

# FORM OF ACCESSION (FOA)

to the  
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: \_\_\_\_\_

Sel: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

(hereinafter known as the "provider")

and

**MEDSHIELD**  
**(Registration Number: 1140)**  
(hereinafter known as "MEDSHIELD")

## 1. Recordal:

- 1.1 I, the aforementioned and undersigned, being a contracted provider of the IPA Foundation hereby contracts with MEDSHIELD to service the beneficiaries of MEDSHIELD, under the terms, conditions and provisions as set out in this Form of Accession, but subject to the provisions of the Registration Agreement signed between myself and the IPA Foundation and the Scheme Rules pertaining to MEDSHIELD .
- 1.2 The IPA Foundation, pursuant to clauses 2.3.12 and 3.8 of the IPA Foundation / Contracted Provider Registration Agreement hereby invites the aforementioned and undersigned contracted provider of the IPA Foundation, to take part in the Agreement between MEDSHIELD and the IPA Foundation.
- 1.3 MEDSHIELD wishes to establish a network of General Practitioners to provide primary healthcare services to its beneficiaries 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 MEDSHIELD Scheme Rules.
- 1.4 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 FOA and those in the Registration Agreement, those in the Registration Agreement shall prevail.
- 1.5 The Parties further note and agree that this Form of Accession (FOA) shall include all the current Annexures and Addendums as well as any future Annexures and Addendums, as may be agreed to by MEDSHIELD and the Foundation, and these and current as well as future Annexures and Addendums form an integral part of this FOA.

## 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 dependent as defined in the Act, who have subscribed to certain options of MEDSHIELD , as listed in Annexure E, from time to time;

**“Confidential Information”** means any and all information, methods and processes used in respect of the of the business of either Party, including, without limitation, patents, patent applications, trade marks, trade secrets, designs, copy rights, specifications, lists, formularies, Networks 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 as well as the terms and conditions of this Form of Accession( FOA).

**“Contracted Provider”** means a provider as defined in the IPA Foundation Agreement and who has signed this FOA, to provide primary healthcare services to the beneficiaries belonging to the MEDSHIELD options as listed in Annexure E as well as the said Registration Agreement between the Independent Practitioners Association Foundation and the participating doctor.

**“Dispensing Doctor”** means a participating provider who is currently licensed to dispense in accordance with the provisions of the Medicine and Related Substances Control Act. (NO: 101 of 1965), as amended.

**“Effective Date”** means the 1<sup>st</sup> January 2015;

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

**“Month”** means a month as per the lunar calendar commencing on the 1<sup>st</sup> (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 MEDSHIELD.

**“Provider Manual”** means a document drawn up by MEDSHIELD 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 date of signature of the last party to sign and shall remain in force indefinitely subject to the provisions of this Clause 3.
- 3.2 The parties to this Form of Accession agree that any of the parties may terminate this Form of Accession at any time with 90 (ninety) days, written notice to the other parties, failing which this Form of Accession (FOA) will continue in force indefinitely , but 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 FOA may be summarily terminated:
- a) if he/she persistently, after due warning, breaches the terms and conditions of this FOA, as agreed to by both the Foundation and MEDSHIELD,
  - b) 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 MEDSHIELD or where the ruling, is of such a nature that the safety or the quality of care of the MEDSHIELD Beneficiaries is, in the option of both MEDSHIELD and the Foundation, being put at risk,
  - c) if the Contract between the participating provider and the Foundation, is terminated for whatever reason,
  - d) where the integrity and/or reputation of either MEDSHIELD, or the Foundation are 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 FOA 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 FOA.

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

#### 4. Rights and Responsibilities of the Parties:

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

#### 5. Limitation of liability:

5.1 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.

5.2 A contracting party shall not be liable towards third parties for financial loss or damages of whatever nature, caused by the other contracting party.

#### 6. Warranties:

The Provider warrants that -

6.1 he is properly registered and in good standing with the HPCSA

6.2 he /she has the skills and, experience necessary to carry out his /her obligations under this Agreement.

#### 7. Breach:

7.1 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.

#### 8. Domicilium Citandi et Executandi and Contact Details:

##### 8.1 The Foundation:

##### Physical Address:

Office 201, 2nd Floor The Club Shopping Centre  
 C/o Pinaster Avenue & 18th Street  
 Hazelwood

##### Postal Address:

P. O. Box 36826,  
 Menlo Park,  
 Pretoria

Pretoria 0102  
RSA RSA

**Tel:** (012) 348 7611

**Fax No:** 086 691 6660

**E-mail:** [sonette@ipafoundation.co.za](mailto:sonette@ipafoundation.co.za)

## 8.2 MEDSHIELD:

**Physical Address:**

296, Kent Avenue  
Ferndale  
RANDBURG, GAUTENG  
2125

**Postal Address:**

P.O Box 68618  
Bryanston  
2021

**Tel:** 011 716 7912

**Fax No:** 011 716 7101

## 8.3 The Participating Doctor:

**As per page 1 (Frontispiece) of the contract**

**8.5** 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

8.1 Dispensing License No: \_\_\_\_\_

8.2 License Valid until: \_\_\_\_\_

**Signed by the participating provider at** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of**  
 \_\_\_\_\_ **20** \_\_\_\_\_

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

Signed on behalf of the IPA Foundation by Dr A Behrman at Preteroria on the 14th day of

January 20 18

PP. S Botha  
Duly Authorized thereto

Signed on behalf of MEDSHIELD by \_\_\_\_\_ at \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Duly Authorized thereto

Return together with initialled Annexures to: Sonette Botha  
Fax to e-mail: 086 691 6660; or  
E-mail: [sonette@ipafoundation.co.za](mailto:sonette@ipafoundation.co.za)

## ANNEXURE A

**FEES PAYABLE TO CONTRACTED PROVIDERS****BY****MEDSHIELD BENEFICIARIES**

1. These fees have been presented to the Board of the IPA Foundation, for Approval
2. The fees will be reviewed annually and will apply from 1<sup>st</sup> of January of a year to the 31<sup>st</sup> of December of the same year, unless an interim change to the fee structure is agreed to by the Foundation and MEDSHIELD.
3. Changes in the fees, whether interim or annual, will become effective only when a relevant addendum to this contract has been signed by the Foundation (representing the contracted providers) and MEDSHIELD.
4. 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.
5. MEDSHIELD will pay all valid claims at the tariffs set out below, clause 9, and as amended in future.
6. If a beneficiary requests treatment, special investigations, medication etc., outside the MEDSHIELD benefit option to which that beneficiary is entitled, ie so-called non-covered services, the practitioner agrees to advise the beneficiary, that the cost of the service provided, will be for the Members 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 MEDSHIELD or the IPA Foundation.
7. If a beneficiary exhausts his or her benefits, during the course of a year, this Contract will 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.
8. In all cases were 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 patients file for 5 years, and a copy of which shall be produced, when so requested by the patient or MEDSHIELD.



9. The fees for consultations and procedures are as follows:

<b>2018 MSD GP Network and Non-Network consultation rate</b>		
<b>Practitioner</b>	<b>Codes</b>	<b>Fees</b>
Scheme Rate (Non Network Practitioners)	0190, 0191, 0192	R328.00
Network Practitioner Fee	0190, 0191, 0192	R374.00 (R328.00 + R46)
Network Enhanced Fee for top category only	0190, 0191, 0192	R406.00 (R374.00 + R32.00)
Health Risk Assessment	07343	R328.00

**Notes to the Fees**

- A. That should a problem of whatever nature arise, leading to a delay in the payment of valid claims, MEDSHIELD 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**

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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 MEDSHIELD including but not limited, to the provisions more specifically listed below:

1. 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.
  
2. Will at all times provide the beneficiaries of MEDSHIELD 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 Rules of MEDSHIELD.
  
3. The provider will ensure that there is continued access for the beneficiaries of MEDSHIELD 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.

3.1 It being noted that the provider will make all reasonable endeavours to inform the patients of such access.

#### 4. Chronic Medicines:

- 4.1 Chronic Medicine Application Forms may be obtained from **Medshield**.

## ANNEXURE C

**RESPONSIBILITIES**  
**OF**  
**MEDSHIELD**

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It is recorded that MEDSHIELD 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, unless a joint decision to the contrary has been made by MEDSHIELD and the Foundation.
  - 2.1 It being noted that the provider will be informed by MEDSHIELD as to the reason for such a decision.
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 MEDSHIELD will only change the provisions of this Contract in consultation with the IPA Foundation.
5. That MEDSHIELD will give the provider a 90 days' notice in writing by letter, facsimile or e-mail, regarding any contemplated changes to the Scheme Rules, which may impact upon this

Agreement, in order that the participating Provider may exercise his /her right to terminate this Agreement, pursuant to Clause 3.2.3 in the Contract. It being noted that such changes will first have been discussed and approved by the Foundation.

6. That all communication from MEDSHIELD 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 MEDSHIELD will not take any action against the provider, for whatever reason, unless such action has been discussed with and approved by 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 Termination of direct payment to the provider for a specific time.
    - 7.1.2 Termination of this Agreement.
    - 7.1.3 Reporting the actions of the provider to the Health Professions Council of South Africa and/or other appropriate authorities.
8. That MEDSHIELD irrevocably recognises the right of the Foundation to represent the undersigned provider, should the provider so choose, in any discussions or dispute between MEDSHIELD and the provider.
  - 8.1 It being noted that if a dispute between MEDSHIELD and the provider cannot be resolved by the 3 parties within 14(fourteen) business days it will be resolved by arbitration Foundation of South Africa, it being agrees by the parties that the decision of the arbitrator:
    - 8.1.1 shall be final and binding on all of them; and
    - 8.1.2 will be carried into effect; and
    - 8.1.3 may be made an order of any court of competent jurisdiction at the insistence of any or all of the parties.
9. That MEDSHIELD will create a Database of contracted providers together with their biographical details as per page 1 (frontispiece) of this Contract and will update such a database within 72 hours of either receiving the information of a newly registered provider from the Foundation or a letter of provider termination from a provider – noting the 90 day notice period or any updated details regarding an already contracted provider.

10. MEDSHIELD will provide a dedicated call centre for contracted providers who have enquiries regarding, claims, payments and the usual day-to-day administrative matters