

PAYMENT AGREEMENT

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: _____

HPCSA MP Number: _____

Practice Number: _____

Group Practice Number (if applicable): _____

ID Number: _____

IPA Affiliation and Number (if applicable): _____

Physical address: _____

Postal address: _____

Code: _____

Code: _____

Tel: _____

Fax: _____

E-mail: _____

(hereinafter known as the "provider")

and

BESTMED MEDICAL SCHEME

(Registration Number: 1252)
(hereinafter referred to as "Bestmed")



1. Recordal:

- 1.1 I, the aforementioned and undersigned, being a contracted provider of the IPA Foundation hereby contracts with Bestmed to service the certain options of Bestmed as stipulated in Annexure E, under the terms, conditions and provisions as set out in this Tripartite Contract, 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 Bestmed.
- 1.2 Bestmed wishes to establish a network of Family Practitioners to provide primary healthcare services to the beneficiaries of certain of its options as listed in Annexure E option 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 Bestmed 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 Tripartite Contract and those in the Registration Agreement, those in the Registration Agreement shall prevail.
- 1.4 The Parties further note and agree that this Tripartite Contract shall include all the current Annexures and Addendums as well as any future Annexures and Addendums, as may be agreed to by Bestmed and the Foundation, and these and current as well as future Annexures and Addendums form an integral part of this Tripartite Contract.

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 Bestmed, 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 and this Contract

"Contracted Provider" means a provider as defined in the IPA Foundation Agreement and who has signed this Tripartite Contract, to provide primary healthcare services to the beneficiaries belonging to the Bestmed 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 participating provider who is currently licensed to dispense in accordance with the provisions of the Medicine and Related Substances Control Act. (NO: 101 of 1985), as amended.

"Effective Date" means the 1st January 2016;

"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 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 Bestmed.


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"Provider Manual" means a document drawn up by Bestmed 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. 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 Tripartite Contract agree that any of the parties may terminate this Tripartite Contract at any time with 90 (ninety) days, written notice to the other parties, failing which this Tripartite Contract 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 Tripartite Contract may be summarily terminated in any of the undermentioned event happening:

3.2.2.1 if he/she persistently, after due warning, breaches the terms and conditions of this Tripartite Contract, as agreed to by both the Foundation and Bestmed,

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 Bestmed or where the ruling, is of such a nature that the safety or the quality of care of the Bestmed Beneficiaries is, in the opinion of both Bestmed 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 Bestmed 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 Tripartite Contract 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 Tripartite Contract.

3.2.4 That should the Agreement between the IPA Foundation and Bestmed terminate for whatever reason, this Agreement between the undersigned Provider and Bestmed shall automatically continue as from that date, with the parties recognising the right of Bestmed to be contracted to the providers in its own right without interruption for an unspecified period in future.

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, 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.).

5.2 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 the other contracting party.


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6. Warranties:

The Provider warrants that -

- 6.1 he /she is properly registered and in good standing with the HPCSA
- 6.2 he /she has the necessary skills, knowledge and experience 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. Domicillium Citandi et Executandi and Contact Details:**8.1 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 Bestmed:

Physical Address:
Block C
Glenfield Office Park
361 Oberon avenue
Faerie Glen
Pretoria, 0081
RSA
Tel: (012) 818-9080
Fax: (012) 818-9004
E-mail: providers@bestmed.co.za

Postal Address:
P. O. Box 2297
Pretoria
0001
RSA

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 domicillium 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.


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8.5 Any party shall be entitled by notice in writing to change its domicile, 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 address: _____ Physical address: _____
Tel: _____ Tel: _____
Fax: _____ Fax: _____

11. Dispensing:

Do you dispense? Yes No

11.1 Dispensing License Number: _____


11.2 License valid until: _____

Signed by the Family Practitioner at _____ on this _____ day of _____ 20____

Practice Number: _____

Family Practitioner's Signature

Signed on behalf of the IPAF by Dr A Behrman at Pretoria on the 24th day of November 2015


Duly authorized thereto

Signed on behalf of Bestmed by AM la Grange, CEO of Bestmed, at Pretoria on this 23rd day of November 2015


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@lpafoundation.co.za