

PAYMENT AGREEMENT

Between

The Participating Family Practitioner

Dr: _____

HPCSA number: _____

Practice number: _____

Group Practice Number (if applicable): _____

ID no: _____

Physical address: _____ Postal address: _____

Tel: _____ Fax: _____

E-mail: _____

(Hereinafter known as the **"Family Practitioner"**)

And

BESTMED MEDICAL SCHEME

(Registration Number: 1252)

(Hereinafter referred to as **"Bestmed"** or **"the Scheme"**)

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1. **Recordal**
 - 1.1. the intention of this document is to set out the terms and conditions of the above relationship, and the expectations which each party has of the other.
 - 1.2. this is a commitment by the above parties to adhere to the conditions set out in this document.

2. **Bestmed undertakes:**
 - 2.1. To use its best endeavours to build a constructive and interactive relationship with the Family Practitioner, in order to add value to the activities of the above parties;
 - 2.2. to endeavour to minimize the administrative impact of managed care interventions on the practice as much as possible;
 - 2.3. to provide the Family Practitioner with its Medical Scheme rate tariff file per option by December annually; for updated electronic tariff increases, the following link shall be used by the Family Practitioner: www.bestmed.co.za
 - 2.4. to retain the differentiation of its Family Practitioner reimbursement-rate per option for the duration of this Payment Agreement;
 - 2.5. to reimburse the Family Practitioner practice directly at the rate agreed upon, as per Annexure A and clause 3 *infra*;
 - 2.6. to reimburse the Family Practitioner at the rate agreed upon with no differentiation between PMB Claims and Non PMB Claims;
 - 2.7. not to divulge any information to a third party other than that which is necessary to carry out its role in this Payment Agreement or as required by law, and to protect the Family Practitioner's information in the same way it protects its own information of similar nature;
 - 2.8. to only divulge/publish the name of the network Family Practitioner mentioned herein in a member-number and password controlled environment. The Family Practitioner's information is not to be published in any unsecured or public space.
 - 2.9. to use a third party actuarial company to profile and peer review the cost and quality outcomes of the healthcare services rendered by the Family Practitioner to the members of the Scheme.

3. **The Family Practitioner undertakes:**
 - 3.1. To use his/her best endeavours to build a constructive and interactive relationship with Bestmed in order to add value to the activities of all parties;
 - 3.2. to provide medical care of a high medical and ethical standard to the members of Bestmed;
 - 3.3. to commit to cost efficient practice in the application of resources to this scheme's members through ensuring levels of care which are appropriate for the members' condition, and which are medically and ethically necessary;
 - 3.4. to bill all Bestmed members at the rate agreed upon, as follows per Annexure A attached hereto, and which may be amended from time to time;
 - 3.5. to bill Bestmed members at the rate agreed upon with no differentiation between PMB Claims and Non PMB Claims;

4. **Duration and Termination**
 - 4.1. This Payment 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 provision of this clause 4. This Payment Agreement revokes and replaces any previous Payment Agreement or arrangement that the Family Practitioner may have entered into with the Scheme;
 - 4.2. either party to the Payment Agreement will be entitled to terminate the Payment Agreement by providing 30 (thirty) days written notice to that effect.
 - 4.3. the Family Practitioner's participation in the Payment Agreement may be summarily terminated in any of the under mentioned events happening:
 - 4.3.1. if a ruling by a disciplinary hearing of the HPCSA, results in the Participating Family Practitioner 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 Bestmed Beneficiaries is, in the sole opinion of Bestmed, being put at risk;
 - 4.3.2. where the integrity and/or reputation of Bestmed is or may be impugned by the actions of the Family Practitioner.

5. Warranties

The Family Practitioner warrants that:

- 5.1. he/she is properly registered and in good standing with the HPCSA;
- 5.2. he/she has the necessary skills, knowledge and experience to carry out his/her obligations under this Payment Agreement;
- 5.3. he/she will only charge the agreed tariffs as set out in clause 3 *supra* hereto.

6. Breach

Notwithstanding any other provisions of this Payment Agreement, should either party ("defaulting party") commit a material breach of any provision of this Payment 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 Payment 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, which shall be limited to direct damages.

7. Legal Obligations

- 7.1 The Parties acknowledge that the Payment Agreement is subject to all applicable Legal Acts of which, amongst others, the Protection of Personal Information Act, POPI.
- 7.2 it is recorded that for the duration of this agreement and under such circumstances where the service provider may be processing confidential information relating to the Scheme and any of its beneficiaries, the service provider acknowledges that it may process such personal information only for the purposes of rendering the services in terms of this agreement.
- 7.3 the service provider will treat such personal information that comes to its knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the services and then only with the written consent of the Scheme.
- 7.4 the service provider will limit access to such personal information only to those employees who need to know it in order to enable the service provider to perform the Services.

8. Domicillium citandi et executandi and Payment Agreement details

8.1. Bestmed:

- 8.1.1. Physical address: Block C Glenfield Office Park, 361 Oberon avenue, Faerie Glen, Pretoria, 0081
- 8.1.2. Postal address: P.O. Box 2297, Pretoria, 0001
- 8.1.3. Tel no: 012 818 9080
- 8.1.4. Fax no: 012 818 9004
- 8.1.5. E-mail: providers@bestmed.co.za

8.2. Family Practitioner

- 8.2.1. As per page 1 (Front-page) of the Payment Agreement.

9. Indemnity in relation to the Consumer Protection Act (CPA):

Definitions: In this indemnity, the following terms have the meanings assigned to them below, namely:

Consumer Protection Act means the Consumer Protection Act 68 of 2008;

Harm means harm, as described in section 61(5) of the Consumer Protection Act¹;

Parties means: **Bestmed and Family Practitioner:**

Party means either one of them, as the context indicates;

Supplier means a supplier, as defined in section 1 of the Consumer Protection Act, which also meets the requirements of section 61(2) of the Consumer Protection Act²;

Unless a contrary intention clearly appears, the terms used in this indemnity shall have the meanings assigned to them in section 1 or section 53, as the case may be, of the Consumer Protection Act.

¹ Harm for which a person may be held liable in terms of section 61 of the Consumer Protection Act includes:

- (a) the death of, or injury to, any natural person;
- (b) an illness of any natural person;
- (c) any loss of, or physical damage to, any property, irrespective of whether it is movable or immovable;
- (d) any economic loss that results from any harm contemplated in paragraph (a), (b) or (c)."

² A supplier of services who, in conjunction with the performance of those services, applies, supplies, installs or provides access to any goods.

It is recorded that in terms of an existing agreement between the parties, one/all of the parties renders services as defined in the CPA ultimately supplied to the other party's consumers /members. The parties acknowledge that in terms of the Consumer Protection Act, the producer, importer, distributor, retailer, and/or Supplier, may be jointly and severally liable for any harm caused wholly or partly as a consequence of:

- supplying any unsafe goods or services; or
- a product failure, defect or hazard in any goods; or
- inadequate instructions or warnings provided to the consumer pertaining to any hazard arising from or associated with the use of any goods or services,
- irrespective of whether the harm resulted from any negligence on the part of the producer, importer, distributor, retailer or Supplier, as the case may be.

Each indemnifying party hereby indemnifies and holds harmless the other party from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by such other Party as a result of or arising out of any harm alleged or proven by a consumer himself or herself, or other person contemplated in section 4(1) of the Consumer Protection Act³, to the extent such harm is attributable to the negligent or intentional conduct of the Indemnifying Party or any contravention by the indemnifying party of any applicable law.

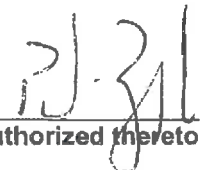
Status of indemnity:

To the extent that this indemnity amounts to an amendment of the terms or conditions of the existing agreement contemplated in the CPA, the Parties hereby agree to such amendment.

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

Family Practitioner's signature

Signed on behalf of Bestmed by Pieter van Zyl, Acting CEO of Bestmed, at Pretoria on this 15th
day of January 2018.



Duly authorized thereto

Please return together with initialled pages to:

Ria Fourie

1. The original by post to P.O. Box 2297, Pretoria, 0001

and

2. A copy by Fax to 012 818 9004 or a scanned copy by E-mail to providers@bestmed.co.za

³ An authorised person acting on behalf of another person who cannot act in his or her own name; a person acting as a member of, or in the interest of, a group or class of affected persons; a person acting in the public interest, with leave of the Tribunal or court, as the case may be; or an association acting in the interests of its members.