

FORM OF ACCESSION (FOA)

to the contract between  
THE INDEPENDENT PRACTITIONERS ASSOCIATION  
FOUNDATION  
**(Registration Number: 2009/001513/08)**  
(hereinafter referred to as “the IPA Foundation”)

And

MEDIHELP MEDICAL SCHEME  
**(Registration Number: 1149)**  
(hereinafter referred to as “Medihelp”)



12

Agreed to and signed by:

The Participating Doctor:

Dr: \_\_\_\_\_

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

Group Practice Number (if applicable): \_\_\_\_\_

Will the claims be submitted under individual practice number: Y  or   
group practice number: Y

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

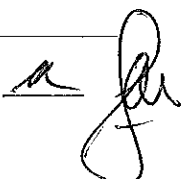
Fax: \_\_\_\_\_

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

Account contact person name & phone number: \_\_\_\_\_

Practice manager name & phone number: \_\_\_\_\_

(hereinafter referred to as "the provider")

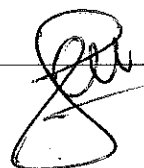


**1. Recordal**

- 1.1 I, the aforementioned and undersigned being a contracted provider of the IPA Foundation hereby contract with Medihelp to service the Necesses option of Medihelp, 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 Medihelp's rules pertaining to the Necesses Option of Medihelp.
- 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 Medihelp and the IPA Foundation.
- 1.3 Medihelp wishes to establish a network of General Practitioners to provide primary healthcare services to the beneficiaries of its Necesses 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.
- 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.

**2. Interpretation**

- 2.1 In addition to the interpretations recorded in the IPA Foundation / Provider Registration Agreement, (the Registration Agreement), the following interpretations are added, subject to the provisions of clause 2 of the Registration Agreement:
- 2.1.1 "Beneficiaries" means the principle member or dependent as defined in the Act, who have subscribed to the Necesses Option of Medihelp and have to receive their Primary Health Care Services at a participating provider.;



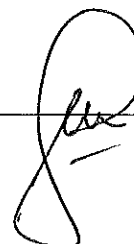
- 2.1.2 "Confidential Information" means any and all information, methods and processes used in respect of the business of either Party, including, without limitation, patents, patent applications, trademarks, trade secrets, designs, copy rights, specifications and know-how, and/or financial information and methods, including information regarding patients records acquired either directly or indirectly by either party or any other party or person;
- 2.1.3 "Effective Date" means the 1<sup>st</sup> January 2017;
- 2.1.4 "Benefit Exclusions" means the services as stipulated in Schedule C of Medihelp's Rules;
- 2.1.5 "Month" means a month as per the lunar calendar commencing on the 1<sup>st</sup> (first) day of such month and ending on the last day of such month;
- 2.1.6 "Participating Provider" means any General Practitioner who has entered into and remains a party to an agreement with the IPA Foundation for the provision of Primary Health Care Services to the Beneficiaries;
- 2.1.7 "Prime Rate" means the overdraft rate (percent per annum) from time to time charged by South Africa Reserve Bank, to its prime customers in good standing in the private sector, as certified by any manager of that bank whose appointment it shall not be necessary to prove; and

### **3. Duration and Termination**

- 3.1 This agreement shall become effective in relation to the parties on the 1<sup>st</sup> of January 2017 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 Clause 8 of the Registration Agreement; and

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- 3.2.2 That the provider's participation in the FOA may be summarily terminated if in the sole discretion of the IPA Foundation, a ruling by a disciplinary hearing of the HPCSA, makes it impossible for the provider to provide unfettered services to the beneficiaries of the Necessity Option or if the misdemeanor of which the provider is found guilty of by the said hearing is of such a nature that the safety of beneficiaries may be put at risk or the integrity of either Medihelp or the IPA Foundation may be impugned.
- 3.3 That from time to time changes to this FOA may become necessary, including but not limited to the annual determination of fees for the following year and that the provider will be informed of such changes, by the IPA Foundation as well as the deadline, by which the IPA Foundation must receive notice of termination, should the provider wish to terminate the contract as a result of the proposed changes, failing which the provider will be deemed to have elected to have accepted the changes and continue with this agreement.
- 3.4 That should the Agreement between the IPA Foundation and Medihelp terminate for whatever reason, this agreement between the undersigned Provider and Medihelp shall automatically terminate on the same date.
- 3.5 That this FOA may be terminated with immediate effect by Medihelp if:
- 3.5.1 the provider is convicted of any white collar crime; or
- 3.5.2 the provider is found guilty by the HPCSA and/or paid an admission of guilt fine to the HPCSA in relation to irregularities with billing or accounts rendered to Medihelp or its Beneficiaries; or
- 3.5.3 after an investigation was concluded by Medihelp's Forensic Auditors and prima facie evidence of a white collar crime was obtained; or
- 3.5.4 Medihelp detects any deviations with regards to billing and coding from the guidelines for coding and established coding structure and/or the stipulations of this agreement.



**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. Domicilium Citandi et Executandi and Contact Details**

5.1 The IPA Foundation:

Physical Address:

57 Rynlal Building  
320 The Hillside Street  
Lynnwood  
Pretoria

Tel: (012) 348-8855

Fax: 086 691 6660

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

Postal Address:

PO Box 36826  
Menlo Park  
Pretoria  
0102

5.2 Medihelp:

Physical Address:

410 Steve Biko Road  
Arcadia  
Pretoria  
0007

Tel: (012) 334-2000

Fax: (012) 336-9540

Postal Address:



PO Box 26004  
Arcadia  
Pretoria  
0007

5.3 The Participating Doctor:

5.3.1 As per page 1 (frontispiece) of the contract

5.4 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:

5.4.1 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

  
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proved, provided that such a date is a business day or otherwise on the next following business day;

5.4.2 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; or

5.4.3 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.

5.5 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.

**6. Banking details of the provider:**

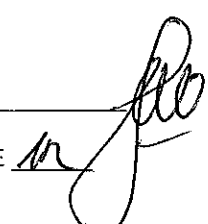
Name of Account : \_\_\_\_\_  
Bank : \_\_\_\_\_  
Branch : \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Branch Code : \_\_\_\_\_  
Type of account (Current / Savings / Other): \_\_\_\_\_  
or include a copy of a cancelled cheque

**7. Satellite Practices:**

Physical: _____	Physical: _____
_____	_____
_____	_____
Tel: _____	Tel: _____
Fax: _____	Fax: _____

**8. Dispensing:**

Do you dispense? Yes  No   
Will you dispense for the Necesses beneficiaries? Yes  No



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

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

**9. Counterparts**

9.1 This agreement may be signed by the parties in counterparts, whether by way of facsimile or otherwise, and each signed copy shall be deemed to be an original.

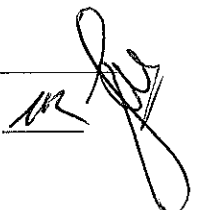
**10. Annexures**

10.1 The following Annexures form part of this agreement:

10.1.1 Annexure A: Fees payable to providers by Medihelp for Beneficiaries on the Necesses Option.

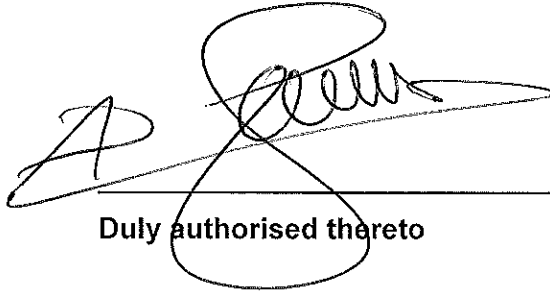
10.1.2 Annexure B: Clinical responsibilities of the provider.

10.1.3 Annexure C: Responsibilities of Medihelp.


A handwritten signature in black ink, appearing to be 'M. J.', is written over the 'INITIAL HERE' text.



Signed on behalf of the IPA Foundation by Johannesburg at Johannesburg on  
the 23<sup>rd</sup> day of November 2016

  
Duly authorised thereto

Signed on behalf of Medihelp by Hayn van Rooyen at Pretoria on the  
16th day of November 2016.

  
Duly authorised thereto

Signed by the participating doctor at \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Doctor's signature

Return together with initialled Annexures to: Sonette Botha  
PO Box 36826, Menlo Park 0102; or  
Fax to e-mail: 086 657 7630; or  
E-mail: sonette@ipafoundation.co.za

**ANNEXURE A**

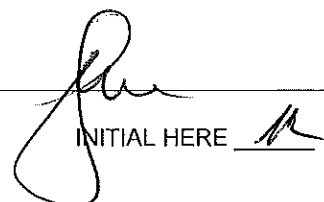
**FEES PAYABLE TO PROVIDERS BY MEDIHELP FOR BENEFICIARIES ON THE NECESSE OPTION**

1. The fees payable by Medihelp to Contracted Providers in terms of this agreement constitutes an offer from Medihelp to Contracted Providers directly which the Contracted Provider is either free to accept or reject by entering into this agreement.
2. The fee offer from Medihelp to contracted providers will be reviewed annually and will apply from 1<sup>st</sup> of January of the year to the 31<sup>st</sup> of December of the same year.
3. It is recorded that IPAF does not negotiate any fees on behalf of contracted providers.
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. As this is a low cost option Balance Billing cannot be permitted, including levies, co-pays or administration fees of any sort.
6. Procedures, for which there are no benefits or if the benefits have been exhausted, such services may be offered by the provider, who must arrange for payment directly by the beneficiary.

**The fees for out-of-hospital consultations and procedures are as follows:**

PROFILING CATEGORY	NON-CONTRACTED PROVIDER	FOUNDATION CONTRACTED PROVIDER			
		PRESCRIBING		DISPENSING	
		IPA PROVIDER	NON-IPA PROVIDER	IPA PROVIDER	NON-IPA PROVIDER
		2017	2017	2017	2017
CATEGORY 1	No Benefit	R 301,00	R 264,00	R390,00	R354,00
CATEGORY 2	No Benefit	R270,00	R 258,00	R360,00	R342,00
CATEGORY 3	No Benefit	Scheme Rate		Scheme Rate	
		R 240,00	R234,00	R354,00	R336,00

7. Notes to the Calculation of Fees

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- 7.1. Consultations in hospital will be paid at the Scheme rate. The difference will be payable by the Beneficiary personally.
- 7.2. No medicine prescribed "off" formulary will be funded by Medihelp and payment for such medicines will remain the responsibility of the beneficiary.
- 7.2.1 This does not apply to the dispensing doctor, who has already supplied the acute medicines, which are included in the dispensing fee.
- 7.2.2 However, the dispensing doctor nevertheless needs to include the acute medicines provided, as line items on the claim, for clinical governance (Council of Medical Schemes) and profiling purposes.
- 7.2.2.1 Note that the cost of the medicine would include the dispensing doctor's dispensing fee and doctors are therefore advised not to charge their usual dispensing fee.
- 7.2.2.2 It is suggested that dispensing doctor's use the Necesses Formulary as a guide.
- 7.3. Medihelp's rate for out of hospital consultations for 2017 for IPA providers is R 240.00 for prescribing doctors and R354.00 for dispensing doctors. Medihelp's rate for out-of-hospital consultations for 2017 for non-IPA providers is R234.00 for prescribing doctors and R336.00 for dispensing doctors.
- 7.4. Categories are determined by Profiling at quarterly intervals under the supervision of the Central Peer Review Committee (CPRC). An allocated category will therefore remain in place for 3 months, unless a successful appeal has been lodged with the CPRC, who will peer review the profile.
- 7.4.1 Should an appeal be successful, the provider's claims for that interval during which the appeal was being assessed, will be retrospectively adjusted.
- 7.5. Payment according to the actual category will be changed bi-annually according to the latest profile.
- 7.6. The consultation fee includes the following Tariff Codes, which may not be claimed for separately, either from the beneficiary or Medihelp:



0146-0147	Emergency consultation	1128-1235	ECG / Multi-stage treadmill test
0201	Cost of material	2125-2127	Destruction of condylomata (MALE)
0202	Setting of sterile tray	2129-2131	Electrodessication
0206-0207	Intravenous treatment	2271-2272	Removal of tag or polyp or benign lesions
0222-0223	Intralesional injections	2316-2318	Destruction of condylomata
0225	Epilation	2392	Cryo-or electro-cauterisation, or LLetz of cervix
0227	Special treatment of severe acne cases	2399-2404	Biopsy / wedge biopsy
0228-0229	PUVA treatment	2705	Transcutaneous nerve stimulation
0230-0231	UVR treatment	2957-2968	Psychotherapy
0233-0237	Biopsy	2972	Narco-analysis
0241-0243	Treatment of benign lesion by chemo-crytherapy	2973	Psychometry
0244	Repair of nailbed	3171	Excision of Meibomian cyst
0245-0246	Removal of benign lesion by curetting	3287	Spinal joint and ligament injection
0316-0317	Fine needle aspiration / aspiration of cyst or tumor	3304	All other physical treatments
1037	Diathermy to nose or pharynx	4188	Urine dipstick
1136	Nebulisation (in rooms)	3762	Haemoglobin estimate
1186-1192	Flow volume test	4050	Glucose strip test

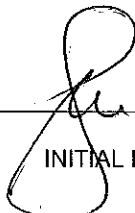

8. The following tariff codes may however be claimed separately and will be funded:



0300	Stitching of wound	R397,00
0301	Stitching of additional wound	R86,00
0307	Excision and repair	R495,00
0255	Drainage of subcutaneous abscess and avulsion of nail	R289,00
0259	Removal of foreign body	R412,00
0887	Limb cast	R436,00

**Note that these tariffs include the cost of materials.**

9. Should a Beneficiary exhaust his or her benefits and Medihelp therefore is no longer responsible for paying any claims, the financial provisions of this contract will be deemed to be in abeyance till the start of the next benefit year, commencing the 1<sup>st</sup> of January.
- 9.1 In such cases the Beneficiary is responsible for the payment of all further services and the provider and the Beneficiary must make mutually acceptable arrangements as to the quantum of fees to be charged and how payment is to be made.
10. **PMB's:** Notwithstanding that this agreement is subject to Regulation 8 of the Medical Schemes Act, 1998 (Act No 131 of 1998) ("the Act"), 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.

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## ANNEXURE B

### CLINICAL RESPONSIBILITIES OF THE PROVIDER

#### 1. Radiology

- 1.1 Radiology benefits for Necesses beneficiaries are limited to those examinations contained in the Radiology List, which can be found in the provider's Welcome Pack and on the Website of Medihelp, they may also be obtained from your IPA.

#### 2. Pathology

- 2.1 Similarly the Pathology benefits for Necesses patients are limited to those tests appearing in the Pathology List, which is part of your Welcome Pack and are also available on the Medihelp Website and from your IPA.
- 2.2 Benefits are limited to services rendered by a designated service provider. In the case of a non-designated/preferred service provider, the member will be liable for the difference between the contracted tariff and the claimed amount.

#### 3. Medicines

- 3.1 Please note that the Necesses Formulary must be strictly adhered to. See notes in Annexure A.
- 3.2 Please note that more comprehensive information regarding medicine is also contained in the Welcome Pack and on the Medihelp and IPA Foundation Websites.

#### 4. Acute + Chronic Medicines

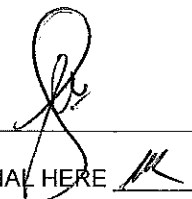
- 4.1 To access chronic medication a beneficiary's chronic condition must be authorised by Medichron and the application form must be completed to include the relevant ICD-10 code and the medicine items together with their quantity and strength.
- 4.2 Only PMB and CDL conditions are recognised as chronic for the Necesses Option.
- 4.3 All chronic medicines are for Medihelp's risk, subject to Formulary Compliance.

- 4.4 Unless and until a chronic medicine is registered, no benefits apply.
- 4.5 MMAP will be applied on all acute medicine claimed and the Necesses reference price is available on the Medihelp Website ([www.medihelp.co.za](http://www.medihelp.co.za)).
- 4.6 Please use the algorithms as published in the Regulations to the Act. There are no benefits for medicines not listed in the algorithms.
- 4.7 The entry criteria for CDL conditions are contained in the Welcome Pack.
- 4.8 If a medicine to treat a Beneficiary does not fall within this option and the Beneficiary elects to personally pay for the medicine, the provider may provide a prescription for the medicine, or the medicine itself, the cost of which will be for the beneficiaries' account.
- 4.9 This is subject to the following proviso:
- 4.9.1 The provider must ensure that the pharmacist is informed, either by an accompanying note or by writing on the prescription, that the beneficiary is personally responsible for payment of the medicine, failing which the medicine will not be dispensed.

**5. Pre-authorisation**

- 5.1 Apart from pre-authorisation for chronic medicines, pre-authorisation is also needed for specialist and hospital referrals.
- 5.1.1 Medihelp's call centre is open Monday to Thursday from 07.00 to 17.00 and Fridays from 8.00 to 16.00 at telephone number: **086 0100 678**. The hospital pre-authorisations call centre is open Monday to Thursday from 7.30 to 16.00 and Fridays from 8.00 to 16.00 at telephone number **086 0200 678**.
- 5.1.2 Pre-authorisation outside these hours and in the case of emergencies, as defined in the regulations to the Act, may be applied for retrospectively, on the first business day after the referral.

- 5.1.3 Request for pre-authorisation may be made by the beneficiary, the provider or his/her staff.
- 5.1.4 If pre-authorisation is denied on clinical grounds, the provider may request that the request be escalated to the Medical Advisor on duty, who will discuss the case with the provider.
- 5.1.5 If the request is denied on the basis of "no benefits" or "limit exceeded", the beneficiary should be invited to contact Medihelp directly at telephone number: **086 0100 678**.
- 5.1.6 The provider will ensure that there is continued access to the contracted medical services in the absence of the undersigned participating practitioner either through partners or a locum tenens, who must deliver services according to the provisions of this agreement.

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## ANNEXURE C

### RESPONSIBILITIES OF MEDIHELP

1. Medihelp will create a list of participating doctors, together with their contact details and the physical addresses of their practices.
  - 1.1 This list will be updated within 72 hour of receiving the information of a newly registered participating doctor from the IPA Foundation.
  - 1.2 An updated list will be published on the Medihelp website for use by the beneficiaries and hard copies of the list will be made available to those beneficiaries who require such a list.
2. Medihelp will inform and educate all beneficiaries belonging to the Necesses Option, of their benefits, limits and exclusions that pertain to this benefit option, as well as the limits that are placed on his/her doctor by this option.
3. Medihelp will also be responsible for all aspects of Network Management: including but not limited to the following modalities: communication, agreement support, dispute resolution, and ongoing education of participating providers.
4. Medihelp will establish a dedicated call centre for participating providers who have enquiries ranging from claim, payments, the provisions of this agreement and the like.
5. Medihelp will inform the participating provider of any changes in scheme rules, pertaining to the Necesses Option, subsequent to approval by both Medihelp and the IPA Foundation, as per the IPA Foundation / Medihelp contract.
6. Medihelp will pay the participating provider for all valid claims on the 10<sup>th</sup>, 20<sup>th</sup> and last day of the month.

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