

BANKMED GENERAL PRACTITIONER (GP) PROVIDER NETWORK AGREEMENT

entered into between

Dr.

(Initials and Surname)

Practice (PCNS) Number:

Group Practice Number (if applicable):

HPCSA Number: MP

ID Number

IPA Affiliation (If applicable):

(Hereinafter referred to as the “Contracted Provider”)

and

BANKMED

(Registration Number: 1279)

together known as

“the parties”



1. INTRODUCTION

1.1. Bankmed conducts the business of a medical scheme at: Bankmed, Union Castle Building, 9th Floor, 55 St Georges Mall, Cape Town, 8000;

Telephone No: (021) 380-5981 Fax No: (021) 480-5979

Attention: Chief Executive Officer

and is registered as such with the Council for Medical Schemes and wishes to contract the Contracted Provider as a member of the Bankmed GP Provider Network that it has established in co-operation with the IPA Foundation.

1.2. The Contracted Provider with the following contact details:

Physical Practice Address: _____

Telephone No: _____ Fax: _____

wishes to become a member of the Bankmed GP Provider Network.

1.3. The Parties wish to record their agreement in writing.

2. INTERPETATION

2.1. In this Agreement, unless the context otherwise indicates:

2.1.1. "Agreement" means this agreement together with all annexures and addendums hereto;

2.1.2. "Bankmed" means Bankmed (Registration No. 1279) of Union Castle Building, 9th Floor, 55 St Georges Mall, Cape Town, 8001, telephone number (021) 480-5981, fax number (021) 480-5979;

2.1.3. "Consultation" means the visitation by the principal member/dependant to the Contracted Provider during which medical services are rendered to the Beneficiary by the Contracted Provider;

2.1.4. "Contracted Provider" or "Provider" means a medical practitioner who provides services to Bankmed in terms of this Agreement

2.1.5. "Effective Date" means the date that this contract is captured on the database of Bankmed;

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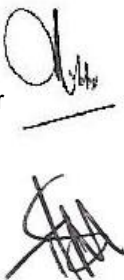
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- 2.1.6. “**Fees**” means the schedule of fees as per Annexure A;
- 2.1.7. “**HPCSA**” means the Health Professions Council of South Africa, established in terms of section 2 of the Medical and Dental and Supplementary Health Services Professions Act 1974 (No. 56 of 1974) or its successor in title;
- 2.1.8. “**IPA**” means a local, regional or national association established, owned and controlled by a number of Medical Practitioners in independent private practice, to represent their interests;
- 2.1.9. “**IPA Foundation**” means the IPA Foundation to be registered as a section 21 company in terms of the Companies Act, no 61 of 1973, of Rynlal Building, 5th Floor, Suite 53, 320 The Hillside Street, Lynwood, Pretoria 0002, which shall act as a representative body of Participating Organisations;
- 2.1.10. “**IPA Provider**” means a Provider who is a member of a Participating Organisation which belongs to the IPA Foundation;
- 2.1.11. “**Medical Practitioner**” means Medical Practitioner as defined in the Health Professions Act No. 56 of 1974, as amended;
- 2.1.12. “**Medically Necessary**” means medical or surgical treatments, procedures or tests which are determined by a Provider to be appropriate and necessary for the diagnosis or treatment of any medical or surgical conditions, according to the professional and technical standards recognised and adopted by the relevant professional boards of the HPCSA;
- 2.1.13. “**MSA**” means the Medical Schemes Act 131 of 1998 as amended and the regulations issued in terms thereof from time to time;
- 2.1.14. “**Non-contracted Provider**” means a provider who has not signed this agreement and/or contracted with the Foundation;
- 2.1.15. “**Non-IPA Provider**” means a Contracted Provider who is not a member of an IPA that belongs to the IPA Foundation;
- 2.1.16. “**NRPL**” means the National Reference Price List as determined by the National Department of Health and/or its agent;
- 2.1.17. “**Participating Organisation**” means an IPA that is a member of the IPA Foundation;
- 2.1.18. “**Parties**” means the parties to this Agreement, namely the Contracted Provider and Bankmed, and “Party” shall mean any one of them, as the context permits;

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- 2.1.19. **“Peer Review”** means the process of peer mentoring, peer management and peer review, based on the profiles of the Providers’ practice, in which the performance of the Provider is assessed by his peers;
- 2.1.20. **“Practice Profiling”** means the objective measurement and reporting on the practice management, costs efficiency processes, referral practices, and the like of Contracted Providers;
- 2.1.21. **“Pre-Authorisation”** means the authorisation given by or on behalf of Bankmed to the Contracted Provider to provide a certain service which, according to the scheme rules, requires such authorisation;
- 2.1.22. **“Signature Date”** means the date of last signature to this agreement.
- 2.2. Any term which is capitalised in this Agreement but not defined herein, shall bear the meaning ascribed to that term under the MSA or the Health Professions Act, 56 of 1974, or the regulations promulgated thereunder, as the case may be.
- 2.3. Appendices/annexures to this Agreement shall be deemed to have been incorporated herein and shall form an integral part hereof, if signed by both Parties and approved in writing by the IPA Foundation.
- 2.4. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of South African, including all rules and regulations applicable to medical schemes, medical scheme administrators and medical professionals as amended from time to time.

3 RIGHTS AND OBLIGATIONS OF THE PROVIDER

3.1 The Contracted Provider shall:

- 3.1.1 participate in Bankmed’s holistic coordinated care programs, as determined by Bankmed, from time to time;
- 3.1.2 timeously provide the Bankmed beneficiaries with appropriate, Medically Necessary, cost-effective, quality, ethical and accessible healthcare in an appropriate setting;

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- 3.1.3 maintain records of Consultations and provide reports of such clinical data on the Bankmed beneficiary group as a whole, as agreed between Bankmed and the IPA Foundation from time to time;
- 3.1.4 not use Balanced Billing (as defined in the MSA);
- 3.1.5 be entitled to such rights, benefits and payments and subject to the obligations set out in the contracts that have been negotiated and agreed between the Foundation and Bankmed, appended to this Agreement and signed by the Contracted Provider and Bankmed;
- 3.1.6 join and maintain membership of the Bankmed GP Provider Network;
- 3.1.7 at all times maintain unrestricted registration with HPCSA.
- 3.1.8 hold sufficient professional insurance to afford appropriate cover for the services rendered to Bankmed Members in terms of this Agreement, and hereby indemnifies Bankmed, against any claims of whatever nature including claims of professional liability.
- 3.1.9 submit to Practice Profiling, peer mentoring, Peer Review and other objective practice management assessments conducted by the Foundation and third party providers on behalf of Bankmed.

4 RIGHTS AND OBLIGATIONS OF BANKMED

Bankmed:

- 4.1 will pay the Contracted Provider the fees as specified in Annexure A;
- 4.2 will register the Contracted Provider on the Bankmed database as a member of the Bankmed GP Provider Network within 5 working days of receiving the verified electronic agreement, the original signed agreement or a faxed copy thereof;
- 4.3 will communicate with the Contracted Provider via the communication channels provided by the Foundation for this purpose, in respect of matters pertaining to this Agreement and communicate directly with the Contracted Provider in respect of claims, payments, payment reconciliations membership and the like and will itself, or in conjunction with a third party provider, maintain and update the Bankmed GP Provider Network database accordingly;
- 4.4 will promote the use by its Members, of the Bankmed GP Provider Network and will make available to beneficiaries who request it, an updated list of Providers participating in this Bankmed GP Provider Network;

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- 4.5 will share information with the Foundation regarding Provider profiles;
- 4.6 will seek to share with the Contracted Provider the financial benefits arising from clinical interventions agreed to between the Contracted Provider and Bankmed; and
- 4.7 will, in addition to the benefits referred to in clause 4.6, share with the IPA Provider, the financial benefits arising from the efficiencies achieved as a result of its membership of a Participating Organisation;

5 TERMINATION AND DURATION

- 5.1 This Agreement shall, notwithstanding the Signature Date, commence on the Effective Date and shall continue for an initial period of 1 (one) year (“**the Initial Period**”) whereafter it shall automatically renew for additional periods of 1 (one) year at a time (“**the Renewal Periods**”), unless terminated by either Party giving the other notice of termination in writing, which notice shall be given not less than 90 days prior to the end of the Initial Period or any Renewal Periods.
- 5.2 Notwithstanding the provisions of clause 5.1 above, this Agreement may be terminated at any time by a Party by giving the other not less than 30 (thirty) days notice of termination in writing, if either Party commits a breach of its obligations under this Agreement and fails to remedy such breach within 30 (thirty) days of being called upon by the other Party to do so.
- 5.3 Notwithstanding the provisions of clause 5.1 above, this Agreement may be terminated by Bankmed with immediate effect if the Contracted Provider fails to maintain its membership and registration as contemplated in clause 3.1.7 above.
- 5.4 The Contracted Provider may terminate this Agreement on not less than 90 days written notice in the event that it fails to agree with the revised rates contemplated in Annexure A;
- 5.5 Upon termination of this Agreement:
- 5.5.1 Bankmed will pay the Contracted Provider all amounts due under this Agreement in respect of all invoices relevant to services rendered by the Contracted Provider up to and including the termination date;
- 5.5.2 the fees payable to the Contracted Provider after the termination date shall be the fees payable to Non-contracted Providers; and
- 5.5.3 neither Party shall have any claim against the other in respect of the termination of this Agreement whatsoever.

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6 PROVISION AND DESCRIPTION OF SERVICES

6.1 The Contracted Provider and his / her employees will at all times provide services, to the best of his/her ability, which are within the scope of his/her skills, knowledge and facilities, to the satisfaction of the Contracted Providers' professional board, professional societies and learned colleges, in the most cost-effective manner and in the appropriate facility.

6.2 Should a Beneficiary request treatment which is not covered by the benefit contract or the rules of the Bankmed Medical Scheme or should there be insufficient funds available, then the Contracted Provider will be at liberty to provide those services at his or her own risk, and will not have any claim against Bankmed or the Foundation for payment for such services.

7 ASSIGNMENT AND CESSION

The Parties to this Agreement shall not be entitled to assign or cede their rights or obligations under this Agreement to any third Party, without written agreement by the other Party, which agreement shall not be unreasonably withheld.

8 DISPUTE RESOLUTION

8.1 If a dispute between the Parties arises out of or is related to this Agreement, the Parties to the dispute shall meet and negotiate in good faith to attend to resolve the dispute.

8.2 The Contracted Provider may nominate the Foundation in writing, to negotiate and attempt to resolve the dispute with Bankmed for and on behalf of the Contracted Provider, and Bankmed shall recognise the Foundation as its representative for the purposes of such dispute resolution if notified thereof in writing by the Contracted Provider.

8.3 If after 15 (fifteen) days following this expiry date, the dispute is not resolved, the matter in dispute shall be referred to arbitration, to be administered by the Arbitration Foundation of South Africa upon such terms as agreed to between the Parties and the secretariat of the Arbitration Foundation of South Africa.

9 DOMICILIA

The Parties choose their *domicilium citandi et executandi* for the purposes of giving any notice, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth in clause 1 hereof.

10 CONFIDENTIALITY

10.1 The Parties acknowledge that all material and information, including the contents, terms and stipulations of this Agreement which shall also include all such information pertaining to Bankmed and the Foundation, which has or will come into the possession or knowledge of each

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of the Parties, in connection with this Agreement or the performance thereof, consists of confidential and proprietary information, the disclosure or use of which by third Parties will be damaging and may cause severe and/or irreparable financial or other damage.

10.2 The Parties accordingly agree to keep such information confidential and not disclose the confidential information of the other Party to any third Party, save as may be required by any order of court of competent jurisdiction.

11 ENTIRE AGREEMENT

11.1 The terms of this Agreement will be the only agreement regulating the relationship between Bankmed and the Contracted Provider for as long as the Contracted Provider remains contracted to the Foundation..

11.2 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded therein. No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.

11.3 No indulgences which any Party may grant to another shall constitute a waiver of any of the rights of the grantor.

11.4 It is further recorded that there is no condition of exclusivity which will prevent the Contracted Provider from signing other Agreements with other schemes or third party administrators.

CONTRACTED PROVIDER

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

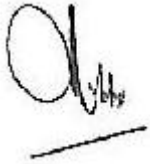
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For **BANKMED**



Signature: _____
who warrants that he / she is duly authorised thereto

Name: S E Mobbs

Date: 30 October

Place: Cape Town

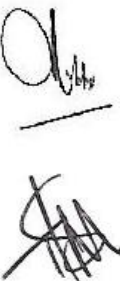
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ANNEXURE A

FEES PAYABLE BY BANKMED TO PROVIDERS

1. These fees have been agreed to by Bankmed and the Foundation, representing the participating Provider.
2. Bankmed shall assess the fees annually in order to ensure that they remain cost-effective to the patient, but also relevant to the needs of the Provider, and on an annual basis, present these to the Foundation, the following being noted:
 - 2.1. Discussions between Bankmed and the Foundation will commence no later than May of every year and be completed and agreed to by the 15th of September of that same year in respect of fees for the following year.
 - 2.2. Except for the first quantum of fees as set out below, the fees as agreed to will be applicable from the 1st of January of a year till the 31st of December of that same year, unless Bankmed and the Foundation agree on interim changes to the said fees.
 - 2.3. Changes to the fees whether annual or interim, shall only be effective, when they have been reduced to writing and notified to the Provider and the IPA Foundation by Bankmed.
 - 2.4. The Provider who has signed this contract and this addendum shall have the right to accept or reject such changes, and in the case of rejection, will mean the automatic cancellation of this Agreement by the Provider.
3. The Consultation fees and other reimbursement options for 2009 are set out hereunder:

Bankmed Reimbursement per Scheme Plan for 2009			
Scheme Plans	Non-Contracted Provider	Bankmed Contracted Provider	
		IPA Provider	non-IPA Provider
Core Saver	NRPL	R 250	R 230
Traditional	NRPL	R 250	R 230
Comprehensive	NRPL	R 250	R 230
Plus	300% of NHRPL	300% of NHRPL	300% of NHRPL
Completion of PHA	No	Yes (R140)	Yes (R140)
Future potential share in savings based on profiling	No	Yes	Yes
Future Chronic Disease Savings Fee – Core Saver option	No	Yes	Yes

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