

BONITAS SPECIALIST PAYMENT ARRANGEMENT 2012

1. **PARTIES**

The Parties to this Agreement are:

1.1 Dr(initials and surname)

Practice Number (used for invoicing)

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Physical address.....

Street.....

City / Town.....

(Hereinafter referred to as “the Specialist”); and

1.2 Bonitas Medical Fund duly registered as such as a Medical Scheme in terms of the Medical Schemes Act, No 131 of 1998 (as amended) (hereinafter referred to as “Bonitas”).

2. **RECORDAL AND SPECIFIC PAYMENT ARRANGEMENTS**

2.1 Bonitas offers certain health care benefits to its members in terms of its registered scheme rules and wishes to engage the Specialist to provide the aforementioned health care services to its members in terms of a payment arrangement.

2.2 The Specialist is able to provide such healthcare services to the members of all the Bonitas Options with the exception of the BonCap and BonComprehensive Options, and the Specialist is willing to enter into a payment agreement with Bonitas.

2.3 The parties therefore agree to a Specific Payment Arrangement on the terms and conditions as set out in this Agreement.

3. **INTERPRETATION**

The following expressions shall bear the meanings assigned to them and cognate expressions bear corresponding meanings:

3.1 “Agreement” means this agreement as entered into between the parties;

3.2 “Benefit plans” means the Standard, Primary, BonSave and BonEssential plan options of Bonitas;

3.3 “Days” means business days;

3.4 “DBM” means the SAMA Doctor’s Billing Manual, as published from time to time;

3.5 “DSP” means a health care provider that is the Scheme’s first choice when its members need diagnosis, treatment and care for a PMB condition;

3.6 “Health Professions Act” means the health Professions Act, No 56 of 1974 (as amended);

3.7 “Medical Schemes Act” means the medical Schemes Act, No 131 of 1998 (as amended);

- 3.8 “Medscheme” means Medscheme (Pty) Ltd a company registered in terms of the Companies Act 2008 under Registration number 1970/015014/07. Medscheme renders administrative and managed care services to Bonitas.
- 3.9 “Member” means any person who is enrolled as a member of the Scheme in terms of the Rules of the Scheme that are eligible in terms of the benefit plans to the health care services as specified therein, and includes the dependants of the member;
- 3.10 “Payment Arrangement” means the specific tariff arrangement that Bonitas offers to the Specialist for his / her consideration and acceptance;
- 3.11 “SAPPF” means the South African Private Practitioners Forum, a company registered in terms of the Companies Act 2008 under registration number 2008/00439/08. SAPPF represents the interests of various Specialist Societies and its members who are Specialists in Private Practice.
- 3.12 “Scheme” means Bonitas Medical Fund, a medical scheme duly registered in terms of the Medical Schemes Act;
- 3.13 “PMB” means a set of defined benefits as provided for in the medical Schemes Act to ensure that all members have access to certain minimum health care services, regardless of the benefit plan they
- 3.14 “Relative Authorities” means the Council for medical Schemes established in terms of the Medical Schemes Act or the Health Professions Council of South Africa established in terms of the Health Professions Act, as the case may be, and includes any other body or authority that may be established to govern the business of a medical scheme or the profession of a Specialist;
- 3.15 “Rules of the Scheme” means the rules of the Scheme as approved by the Registrar of the Council for Medical Schemes;
- 3.16 “Society” means the Industry Specific Specialist Society/Group, a Society/Group that promotes the interest of the Speciality in general and that of its members represented by SAPPF;
- 3.17 “Specialist” means a medical practitioner who has been registered as a specialist in terms of the Health Professions Act, No 56 of 1974 (as amended) and who practises as a Specialist;
- 3.18 “Scheme Administrator” means any entity which has been accredited by the Council for Medical Schemes to administer a medical scheme as an intermediary;

4. COMPLIANCE WITH LAWS

This Agreement is subject to the following conditions:

- 4.1 The Specialist must at all times hold proper and unrestricted registration from the relevant regulatory authorities to practise as a Specialist, and adhere to the rules of such authorities as prescribed from time to time; and.
- 4.2 The Specialist must hold and maintain professional indemnity insurance sufficient to cover potential liabilities related to the health care services rendered by the Specialist.
- 4.3 The Scheme must remain registered with the relevant authorities for the duration of this agreement in terms of applicable legislation and regulations.

5. COMMENCEMENT, DURATION AND TERMINATION

- 5.1 This Agreement shall commence on the date that it has been signed by the Specialist, provided that the Payment Arrangement will only apply to health care services rendered from 1 September 2012 for all Benefit plans of Bonitas mentioned in clause 2.2 above. If the Specialist signs this Agreement after 1 September this later date will be the effective date.
- 5.2 This Agreement shall terminate annually on 31 December unless an agreement is reached in terms of clause 5.3. and 5.4.
- 5.3 Bonitas agrees to re-negotiate the terms and conditions of this Agreement with the Specialist and the Society by 30 September 2012 and that this agreement is renegotiated by the 30th of September of each following year.
- 5.4 This agreement is also subject to a Co-operation agreement being entered into between Bonitas and the Specialist Society by 30th of September 2012 and the successful negotiation thereof by the 30th of September of each following year.
- 5.5 Should an agreement be reached, the terms and conditions of this agreement other than the fee structure as set out in clause 7.1, shall apply mutatis mutandis for the following years ending 31 December.
- 5.6 Either party may terminate the Agreement on 90 (ninety) days written notice to the other Party without stating any reasons for such termination, or cancel the Agreement in terms of the provisions set out in clause 6.

6. BREACH OF CONTRACT

- 6.1 Should either party commit a breach or otherwise be in default of any of its obligations in terms of this Agreement and remain in default or fail to remedy such breach within 14 (fourteen) days of receipt of written notice calling upon it to do so, the other party will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it:
- 6.1.1 To cancel this Agreement forthwith, with or without claiming damages; or
- 6.1.2 To obtain an order against such defaulting party for specific performance with or without claiming damages.

7. CONDITIONS OF PARTICIPATION

In order to participate in this Payment Arrangement the Specialist agrees that:

- 7.1 He/She may be appointed as a designated service provider (DSP) for prescribed minimum benefits (PMB's) for Bonitas' Members;
- 7.2 He/She will charge the agreed tariffs as set out below for both PMB and Non-PMB conditions to Members in terms of this Agreement;
- 7.3 His/Her name may be disclosed as a specialist participating in the Bonitas payment arrangement to its members and to the Bonitas General Practitioners.
- 7.4 He/She is a member in good standing with the relevant Specialist Society/Group for the duration of this agreement.

8. FEE STRUCTURE

8.1 Bonitas shall reimburse the Specialist according to the following tariff structure:

2012 TARIFF STRUCTURE	OPTION NAME	IN HOSPITAL	OUT OF HOSPITAL
	Standard	130%	130%
	Primary	130%	130%
	BonSave	150%	130%
	BonEssential	130%	130%

8.2 The Percentage referred to in clause 8.1, refers to the Scheme rate implemented on 1 January 2012. This will become the initial base rate.

8.3 Bonitas shall:

8.3.1 Not reduce the percentage set out in clause 8.1;

8.3.2 Not reduce the Scheme Rate as referred in clause 8.2 at any future date;

8.3.3 make its claims assessing facility available from 08h30 to 16h00, Mondays to Fridays (excluding public holidays);

8.3.4 pay the Specialist within 10 (ten) days from date of receipt of claim, but no later than 30 (thirty) calendar days after receipt of a claim;

8.3.5 not withhold payment to the Specialist without a valid reason; and

8.3.6 make corrective adjustments to any previous payment of claims within 4 (four) months from receipt of a valid claim.

9. ADMINISTRATIVE MATTERS

9.1 This Agreement is not applicable to any health care services not covered by the Scheme in terms of any of the Benefit plans as stated in clause 2.2;

9.2 The Scheme undertakes to provide the Specialist with a list that specifies what are exclusions in terms of the registered Medical Scheme Rules or where co-payments are required for the various Benefit plans prior to signing of this agreement and to give 90 (ninety) days advance written notice of any changes to such list;

9.3 The Scheme agrees that no claw-backs or reversals will be done after payment has been effected to the Specialist for procedures performed after authorisation was provided and such procedure is in terms of the scheme benefit plan

9.4 This agreement substitutes any previous specialist payment arrangement that the Specialist may have entered into with the Scheme or its Administrator;

10. BENEFIT DESIGN

The Scheme undertakes to advise the Specialist and the relevant Society/Group, of any changes to the benefit plans or any formulary or protocol changes implemented by the Scheme by giving at least 30 (thirty) days prior written notice thereof;

11. QUALITY AND OUTCOMES

11.1 The Scheme agrees to provide the Specialist with access to a Medical Advisor when required for discussions on clinical matters, motivations and queries between the Specialist and the Scheme Medical Advisor.

11.2 The Specialist agrees that the Scheme may refer matters that require peer review to the relevant Society/Group for peer review, an expert opinion or profiling of the Specialist practice. These matters may relate to clinical and/or coding aspects.

12. MEDICAL RECORDS, PROVIDER DATA AND CONFIDENTIALITY

12.1 The Specialist shall, upon reasonable notice from Bonitas, during regular business hours, grant the Scheme access to all requested medical and financial records pertaining to the health services rendered by the Specialist to Members in terms of this Agreement, provided that the Scheme must obtain the necessary prior written consent from the member and submit a copy of such consent to the Specialist with the request.

12.2 The Scheme and the Specialist undertake to promote and maintain doctor-patient confidentiality at all times and to ensure that all information relating to members, health services rendered to them and the provisions of this agreement be kept confidential.

12.3 The Scheme undertakes not to disclose any information related to the practice of the Specialist or his patients to any party without the prior written consent of the Specialist. The Specialist hereby withdraws any previous consent provided to any scheme, administrator, data portal or health care organisation, or any third party regarding access to such information.

13. WAIVER

No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. NOTICES AND DOMICILIA

The Parties choose domicilium citandi et executandi for all purposes relating to this Agreement:

14.1 Bonitas:

Physical address: Medscheme Office Park, 37 Conrad Road, Florida North, 1709
Attention: The Chief Executive Officer

14.2 The Specialist:

Physical address: As specified in clause 1 above.

15. GENERAL

- 15.1 This Agreement constitutes the entire agreement between the Parties and substitutes any previous payment arrangement that the Specialist may have entered into with the Scheme or Administrator.
- 15.2 If this Agreement is signed by a person on behalf of a principal, such person hereby warrants that he/she is fully authorised to do so by the principal.

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Signature of the Specialist

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Full names of signatory

.....
Place

DATE	D	D	M	M	Y	Y	Y	Y	Y
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Signature of Bonitas

.....
Full names of signatory (duly authorised)

.....
Designation / Capacity

.....
Place

DATE	D	D	M	M	Y	Y	Y	Y	Y
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