

Confidential

**GEMS Network Agreement**

between

**Government Employees Medical Scheme**

and

**(Details of the General Practitioner per Application Form)**

Please insert Practice Number: .....

Mail merge number and name of General Practitioner.....and initial here ▶.....

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## **1. PARTIES TO THE NETWORK AGREEMENT**

The Parties to this Network Agreement are:

- 1.1 Government Employees Medical Scheme (GEMS) a medical scheme registered in terms of the Medical Schemes Act No 131 of 1998 as amended with registration number 1598 hereinafter referred to as the "Scheme"; and
- 1.2 The owner of the Participating Medical Practice and responsible medical practitioner whose details are set out in the General Practitioner Provider Network Application Form submitted for network participation.
- 1.3 GEMS hereby reserves the right to appoint one or more Service Providers who shall be responsible for attending to any routine queries or issues arising from the execution of this Agreement and who shall be responsible for monitoring, managing and directing the services to be rendered by the participating medical practitioner and generally monitoring the Participating Medical Practitioner's compliance with the provisions of this Agreement. To this end, GEMS shall make the Participating Medical Practitioner aware of the Service Providers contemplated herein and the Participating Medical Practitioner shall be obliged to interact with these Service Providers in accordance with such reasonable processes and procedures as may be communicated by GEMS from time to time.

## **2. OBJECTIVES OF THE NETWORK AGREEMENT**

The objectives of this Network Agreement are to:

- 2.1 Enter into an agreement with the Participating Medical Practitioner on the basis that the Participating Medical Practitioner is able to render the Covered Services to the Members, in accordance with the terms and conditions contained herein.
- 2.2 Have this Agreement serve as a contractual basis for the GEMS Medical Practitioner Network, which will allow GEMS to create a platform through which the Covered Services can be procured, and which may be optimised through specific arrangements which will ensure that Beneficiaries are able to obtain Medical services efficiently.
- 2.3 All Annexures and Addenda to this Agreement are subject to the terms and conditions outlined in this GEMS Medical Practitioner Network Agreement, and shall form an integral part of this agreement.

## **3. INTERPRETATION**

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

- 3.1 "Act" – means the Medical Schemes Act (No 131 of 1998) as amended, with the Regulations promulgated in terms of the Act;
- 3.2 "Agreement" - means this GEMS GP Network Agreement including the applicable annexures;
- 3.3 "Beneficiary" – means a Member or a person admitted as a Dependant of a Member, in terms of the Rules;
- 3.4 "Covered Services" – means the rendering of medical services to the Members, and related services, being the core services of the Medical Practitioner, as further contemplated in clause 6 of this Agreement
- 3.5 "Defined Medical Benefits" – shall mean Relevant Health Services available to Members in accordance with the Rules;
- 3.6 "Dependant" – means any person who under the Rules is recognised as a Dependant of a Member;

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- 3.7 “DLO” - means a doctor liaison officer of the Scheme’s Managed Health Care Service Providers supporting the Participating Medical Practitioners with network initiatives;
- 3.8 “EDI” - means Electronic Data Interchange;
- 3.9 “GEMS GP Network” – means the contractual arrangement between the Scheme and the Participating Medical Practitioners;
- 3.10 “Managed Health Care Service Providers” - means the managed health care organisations contracted to the Scheme;
- 3.11 “Medical Practitioner” - means Medical Practitioner as defined in the Health Professions Act no. 56 of 1974 as amended;
- 3.12 “Member” – means any person who is enrolled as a Member of the Scheme in terms of the Rules and includes a suspended Member. When reference is made to a Member it will include the Dependants of that Member;
- 3.13 “Peer Review Process” – means the process by which the performance of a Participating Medical Practitioner in terms of this Agreement is assessed and managed by the peer review processes of a Clinical Coordination Committee, whose members shall be persons elected by the Independent Practitioners Association to work with the scheme’s Managed Healthcare service providers;
- 3.14 “Participating Medical Practitioners” – means Medical Practitioners that have signed an agreement to participate in the GEMS GP Network and to provide the Relevant Health service to Members;
- 3.15 “Party” – means the parties to this Agreement as set out in clause 1 above;
- 3.16 “Pre-authorisation” – means the authorisation by the Scheme’s Managed Health Care Service Providers where application has been made by or on behalf of a Member to obtain Relevant Health Services for which authorisation is necessary in terms of the Rules to authorise the Relevant Health Services;
- 3.17 “Profiling” – means the review and monitoring of the Participating Medical Practitioner’s performance against entry criteria, contractual obligations and legislative obligations;
- 3.18 “Relevant Health Service” – means any healthcare treatment of any person by a person registered in terms of any law, and for purposes of this agreement shall be limited to those services generally rendered by Medical Practitioners;
- 3.19 “Rules” – means the registered Rules of the Scheme as defined in terms of the Act;
- 3.20 “Scheme rate” - means the tariffs determined or adopted in respect of the payment for healthcare services rendered to Members which are not subject to a negotiated rate as contemplated in rule 21.18 of the Rules.

#### **4. APPOINTMENT AS A PARTICIPATING MEDICAL PRACTITIONER**

- 4.1 The Scheme hereby appoints the Medical Practitioner as a Participating Medical Practitioner, on a non-exclusive basis, to the GEMS GP Network to render Covered Services to the Members of the Scheme and the Medical Practitioner accepts the appointment as such. This appointment is made on the basis that it is based on a willing provider concept in which membership of the GEMS GP Network is not exclusive but open to any Medical Practitioner willing and able to comply with the requirements of the Network;
- 4.2 that the Participating Medical Practitioner at all times holds proper and unrestricted registration from the Health Professions Council to practise as a Medical Practitioner, in independent medical practice.
- 4.3 that the Participating Medical Practitioner holds and maintains professional indemnity insurance or membership of a professional indemnity company sufficient to cover potential liabilities related to the Relevant Health Services rendered by the Medical Practitioner.

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- 4.4 that the Participating Medical Practitioner complies with all legislative requirements required for it to render the Covered Services;
- 4.5 that the Participating Medical Practitioner maintains or improves on the minimum standards, as may be required by the Scheme for participation on the network;
- 4.6 that the Participating Medical Practitioner complies with network participation conditions communicated by the Scheme from time to time;
- 4.7 that the Participating Medical Practitioner cooperates in full with the Scheme's Profiling and requirements to improve manner in which Covered Services are rendered, which includes, but is not limited to:
  - 4.7.1 Compliance with billing and agrees to the charging of the Fee that may be applicable from time to time; and
  - 4.7.2 Usage of comprehensive ICD 10 coding, with limited use of Z codes.
- 4.8 The Participating Medical Practitioner is obliged to comply with the Scheme's operational requirements in order to effect the network, which includes, but is not limited to:
  - 4.8.1 Claims submission process; and
  - 4.8.2 Correspondence process.
- 4.9 that the Participating Medical Practitioner refrains from the use of the Scheme's brand and logo for marketing to Members and the general public, without prior and explicit approval from the Scheme, or otherwise as may be communicated by the Scheme from time to time.
- 4.10 The Medical Practitioner acknowledges that the participation in the GEMS GP Network shall not be construed as a guarantee that the members of GEMS shall necessarily obtain medical services from him/her.

In the event that any of the above is not adhered to, the Medical Practice, its owner/s and responsible Medical Practitioner shall be in breach of this Agreement and the provisions relating to breach and/or suspension of this Agreement shall apply.

## **5. DURATION AND TERMINATION OF THE APPOINTMENT**

- 5.1 The appointment of the Participating Medical Practitioner shall commence once this Agreement has been signed by both Parties and shall continue for an indefinite period until terminated in accordance to the provisions of this Agreement.
- 5.2 Either Party may terminate this Agreement on 30 (thirty) days written notice.
- 5.3 The above notice period will not be required in cases of material breach of the provisions of the Agreement or where the availability or quality of health care rendered to Members of the Scheme is likely to be compromised by the continuation of the Agreement.
- 5.4 The following will be deemed to be instances of material breach of the provisions of this Agreement (but will not be restricted to these instances only) :
  - 5.4.1 in the event of any of the conditions of clause 4 above not being met by the Participating Medical Practitioner; or
  - 5.4.2 where the Participating Medical Practitioner has persistently refused to attempt to improve a totally unacceptable practice profile or offer an acceptable explanation for such a profile; or
  - 5.4.3 where the Participating Medical Practitioner has committed fraud.

## **6. OBLIGATIONS OF THE PARTICIPATING MEDICAL PRACTITIONER**

The Participating Medical Practitioner agrees to do the following in terms of this Agreement:

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- 6.1 Render the Relevant Health Services to Members at the Scheme Rate as per the Rules of the applicable benefit options of the Scheme and not balance bill the Members ; and
- 6.2 Provide the Covered Services and adhere to all terms and conditions, process and policies as may be applicable to the Participating Medical Practitioner as a party to the GP Network as set out in this Agreement and its Annexures, and any other communication as may be applicable from time to time; and
- 6.3 GEMS Branding: Demonstrate that he is a Participating Medical Practitioner to the GEMS GP Network by displaying a 30cm by 30cm sign to be provided by the Scheme, in a visible area of the practice that can easily be recognised by Members. Compliance with branding requirements will be monitored by the Scheme through visits at the practice as well as through Member surveys; and
- 6.4 The Participating Medical Practitioner may be audited by the Scheme at any time, provided that the Scheme shall provide 2 (two) business days notice of such an audit prior to the audit taking place, and the Participating Medical Practitioner shall be obliged to co-operate fully with any such processes and procedures pursuant to such an audit. The cost of the audit contemplated in this clause shall be borne by the Scheme; and
- 6.5 Code of Conduct: Adhere to the rules and regulations of the Health Professions Council of South Africa; and
- 6.6 Obtain and maintain appropriate professional liability insurance throughout the duration of this Agreement; and
- 6.7 Implement all operational requirements timeously;
- 6.8 Obtain prior explicit approval from the Scheme to make use of its brand or logo;
- 6.9 Place the Scheme network marketing material in visible and accessible places within the Participating Medical Practice; and
- 6.10 Not market directly or indirectly to GEMS Beneficiaries other than on the basis as may be allowed by GEMS from time to time.
- 6.11 Claims via EDI: Submit more than 90% of the practice's claims for the Scheme's account via EDI to the Scheme's Administrator; and
- 6.12 The Participating Medical Practitioner will subject the practice to peer review and accept the role of a Peer Review Committee. This includes perusing his/her practice profile on at least a quarterly basis and submit to peer mentoring and review. The objectives of the profiling programme will include, but not limited to maximisation of:
  - 6.12.1 the quality of health care that is provided; and
  - 6.12.2 the cost effectiveness of the health care that is provided.
- 6.13 The profiling will be based upon profiling parameters which will include quality parameters, such as:
  - 6.13.1 the number and frequency of repeat procedures;
  - 6.13.2 in hospital referrals;
  - 6.13.3 curative versus preventative treatment;
  - 6.13.4 use of radiographs; and
  - 6.13.5 direct versus indirect medical procedures.
- 6.14 Clinical Quality Assurance: Always ensure the provision of quality, appropriate and cost effective health care to Beneficiaries of the Scheme, in respect of optical benefits as contained in the Rules;
- 6.15 In providing the Covered Services the Participating Medical Practitioner will adhere to the following service levels;

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- 6.15.1 Provide sound advice to Beneficiaries in line with the Health Professions Council of South Africa Good Medical Practitioner Practice minimum standards on an on-going basis; and
- 6.15.2 Apply a rules-based service to ensure that cost effective and appropriate care is rendered to Beneficiaries in respect of the benefits contained in the Scheme's Rules.

6.16 Maintain the following minimum service hours: Weekdays 08h00 to 17h00 and the Participating Medical Practice shall also operate on Saturdays between 08h30 to 12h30.

## **7. OBLIGATIONS OF SCHEME**

The Scheme agrees to do the following in terms of this Agreement:

- 7.1 Provide the Participating Medical Practitioner with such information and render such assistance as reasonably required to fulfil its obligations in terms hereof;
- 7.2 Communications: The Scheme shall advise the Participating Medical Practitioner in writing by either e-mail, facsimile, SMS or postal mail, with at least ninety (90) days notice of any proposed changes to the Rules of the Scheme that may impact on this Agreement. The Participating Medical Practitioner will have the right to terminate this Agreement in terms of clause 5.2 above should these proposed changes be unacceptable to the Participating Medical Practitioner;
- 7.3 Analytical Profile Information: The Scheme will maintain and keep the Participating Medical Practitioner profile information updated along with analytical reports on retrospective profiling; service utilization, risk profiling analyses linked to quality of care analyses;
- 7.4 Reimbursement of the Participating Medical Practitioner: The Scheme shall reimburse the Participating Medical Practitioner for Covered Services rendered to a Member in accordance with the Rules and within the Scheme tariffs and Scheme specific arrangements as set out in the Annexures to this Agreement, with due regard to clauses 8 and 9 of this Agreement;
- 7.5 Inform Beneficiaries of the availability of the Relevant Health Services rendered by Participating Medical Practitioners;
- 7.6 Inform Beneficiaries that they are not under any obligation to have the Relevant Health Services rendered by Participating Medical Practitioner unless the Rules specifies as such;
- 7.7 Where a Beneficiary elects to have the Relevant Health Services performed in terms of this Agreement, inform the Member of the Relevant Health Services available in terms of the Rules;
- 7.8 Ensure that the Beneficiaries of the Scheme have access to the list of Participating Medical Practitioners Participating Medical Practitioner on an ongoing basis for the duration of the Agreement; and
- 7.9 Provide the Participating Medical Practitioner with the complete detail of the Defined Medical Benefits applicable to a following year on or before 1 December of the previous year for the duration of this Agreement.

## **8. REMUNERATION**

- 8.1 The Scheme shall pay the Participating Medical Practitioner for the Covered Services rendered to its Members in terms of this Network Agreement, at tariffs as specified in the applicable Annexures to this Agreement.
- 8.2 These tariffs shall be revised annually by not later than 30 November of the previous year for the following year by the Scheme and the Participating Medical Practitioner will be given notification of such revision by no later than 30 November of that year.
- 8.3 Should the Participating Medical Practitioner not agree with the revision of the tariffs as contemplated in clause 8.2 above, then the Participating Medical Practitioner shall notify the Scheme in writing, and shall terminate this Agreement with effect from the 31<sup>st</sup> of December of

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that year. Should the Participating Medical Practitioner not notify the Scheme as aforesaid, it shall be presumed that the Participating Medical Practitioner has accepted the tariff adjustment and this Agreement shall continue in full force and effect.

## **9 REMEDIES IN THE EVENT OF MISCONDUCT**

- 9.1 Nothing in this Agreement shall be construed as the Scheme abandoning its right to determine whether to reimburse the Service Provider or a member as contemplated in section 59 of the Act (read together with regulation 6 thereof).
- 9.2 The Service Provider further acknowledges and accepts that the Rules of the Scheme, and in particular, Rule 15.6, 17.3 and 17.5 thereof, shall be applicable to this Agreement as they may be revised.
- 9.3 The parties agree that in the event that the Participating Medical Practitioner is suspected of any fraudulent activity, or any transgression of the Act, the Rules of the Scheme and any other law, rule or practice applicable to the Participating Medical Practitioner's profession, or any other material misconduct which in the opinion of the Scheme may cause harm or prejudice to the Scheme and/or its members, the Scheme may, in its sole and absolute discretion:
- 9.3.1 elect to reimburse the Member directly instead of the Participating Medical Practitioner, with or without terminating this Agreement; and/or
- 9.3.2 suspend the Participating Medical Practitioner from participating on the network (but not terminate the Agreement), pending the outcome of any such review or investigation as the Scheme may institute into the affairs and conduct of the Participating Medical Practitioner and for the duration of such suspension, refuse to reimburse the Participating Medical Practitioner directly in the event that any Beneficiary obtains any Covered Services from it; and/or
- 9.3.3 investigate the alleged conduct of the Participating Medical Practitioner using any lawful means at its disposal; and/or
- 9.3.4 terminate this agreement immediately.
- 9.4 The Participating Medical Practitioner accepts and acknowledges that it does not have the right to be given prior notification of the Scheme's intention to invoke any of the provisions of clause 9.3 above.
- 9.5 The aforementioned remedies contemplated in clause 9.3 may be exercised by the Scheme without any prejudice to any other right or remedy that the Scheme may have either in law or in terms of this or any other agreement.
- 9.6 The Service Provider agrees that for so long as this Agreement remains in force, and notwithstanding that payments for the Covered Services may not be paid directly to it, it will continue to perform all its obligations in terms hereof, and in particular shall continue to charge for the Covered Services in accordance with the tariffs set in terms of this Agreement.

## **10 DATA AND INFORMATION**

- 10.1 In the course of rendering services to the Scheme, the Participating Medical Practitioner will come into possession of details relating to the Members including (without limitation) details relating to Covered Services and Claims. All these details are collectively referred to in this clause as "data". The Parties acknowledge that the data (including the physical Claims and other documents on which data was furnished) shall remain the property of the Scheme.
- 10.2 The data is however processed by the Scheme and the Participating Medical Practitioner using their respective systems, which include (without limitation) computer software and other information processing systems.

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- 10.3 The Parties acknowledge that in the processing of the data substantial value is added to the data, and that value arises from the application of resources. The Parties acknowledge that it is not possible practically to separate unprocessed details included in the data from the processed data ("the Information").
- 10.4 Accordingly, the Parties agree that the Information as respectively created by the Parties and the media on which Information is stored or processed, shall at all times during and after termination of this Network Agreement be the property of the respective Parties.

## **11. CONFIDENTIALITY**

- 11.1 Any information pertaining to the diagnosis, treatment or health of any Member will be treated as confidential as stipulated in terms of Regulation 15J(2)(b) to the Act.
- 11.2 The content of this document, and any additional information provided in terms of this Agreement, is strictly Confidential Information. It may only be used for the purpose for which it is intended and may only be disclosed to financial, legal, and operational advisers, whether internal or external, which have a direct interest in this regard.
- 11.3 The Participating Medical Practitioner is required to protect the confidential nature, integrity and assignment data as far as it relates to the business of GEMS. The data shall be kept and disclosed as per industry norms and standards and as may be required from time to time.
- 11.4 The Parties understand that in the course of the relationship established by this Agreement, they will need to disclose to each other trade secrets and commercially sensitive information that is not readily available in the normal course of business to the disclosing Party's competitors and is classified in relation to this Agreement as Confidential Information.
- 11.5 The Parties agree that the disclosing Party will at all times remain the owner of Confidential Information.
- 11.6 The clauses on protection of Confidential Information as set out in this Agreement will remain in force after this Agreement ends.

## **12. BREACH OF CONTRACT**

- 12.1 If either Party breaches a term of this Network Agreement in a way which is not capable of being remedied, the aggrieved Party shall be entitled to cancel this Network Agreement on written notice, without prejudice to its other rights in law including its right to claim damages.
- 12.2 If any Party breaches a term of this Network Agreement in a way which is capable of being remedied and does not remedy that breach within 30 (thirty) days after receipt by it of written notice from the aggrieved Party requiring it to do so, then the aggrieved Party shall be entitled to cancel this Network Agreement on written notice, without prejudice to its other rights in law including its right to claim damages.

## **13. DISPUTE RESOLUTION**

- 13.1 Should any dispute arise between the Parties in relation to this Agreement, the Parties shall first attempt to resolve the dispute by mediation. The dispute shall be referred to a senior representative of the Scheme and the Medical Practitioner who shall attempt to resolve the dispute within 14 (fourteen) days of a notice of dispute having been sent by the aggrieved party.
- 13.2 Should the Parties be unable to resolve the dispute within the above 14 (fourteen) days, such dispute shall then be referred to, and resolved by, arbitration and shall, unless otherwise agreed in writing by the Parties, be held in accordance with the rules of the Arbitration Foundation of South Africa.
- 13.3 Only after following the above process will the Parties be allowed to approach a court of competent jurisdiction to obtain further relief should a party wish to appeal the decision of the arbitrator.

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- 13.4 It is specifically agreed that any tariff adjustments made by the Scheme as contemplated in clause 8 shall not be the subject of resolution in terms of this clause 13.

#### **14. NOTICES AND DOMICILIA**

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

14.1.1 **the Scheme:**

Physical address:	Barbet Place Block Hillcrest Office Park c/o Lynnwood and Dyer Rd Hillcrest Pretoria
Attention	The Principal Officer

14.1.2 **The Medical Practitioner:**

Physical address: As specified on the front page of the Agreement.

- 14.2 Each of the Parties shall be entitled from time to time, by written notice to the others, to vary its domicilium to any other physical address within the Republic of South Africa.

#### **15. OPTION SPECIFIC ARRANGEMENTS IN ANNEXURES TO THIS AGREEMENT**

- 15.1 This Agreement serves as a contractual basis for the GEMS GP Network with option specific arrangements as applicable to Beryl and Sapphire options of the Scheme as set out in Annexure A to the Agreement and Ruby, Emerald and Onyx options of the Scheme as set out in Annexure B to the Agreement.
- 15.2 Each such annexure to the Agreement has to be individually accepted or declined by the Participating Medical Practitioner over and above the signing of this Agreement. In the event that the Participating Medical Practitioner declines both Annexure A and Annexure B, then, notwithstanding anything to the contrary in this Agreement, this Agreement will automatically lapse.
- 15.3 As these option specific arrangements are applicable only for a specific calendar year, that is, from January to December, unless indicated otherwise, the Scheme will annually provide the Participating Medical Practitioner with the new option specific arrangements in time for the following year for consideration.


#### **16. GENERAL LEGAL PROVISOS**

- 16.1 This Agreement, together with its Annexures, constitutes the entire agreement on the GEMS GP Network between the Parties. It supersedes all existing agreements, whether written or oral, about the same subject.
- 16.2 Regulation 15E(1)(b) of the General Regulations to the Act will be adhered to in terms of this Agreement.
- 16.3 Each Party confirms that it has carefully considered all the provisions of this Agreement and acknowledges and agrees that the provisions hereof, jointly and severally, are under the circumstances reasonable and necessary for the establishment of a GEMS GP Network that should a Party at any time dispute that any provision is unreasonable, the onus of proving such unreasonableness shall rest on that Party.
- 16.4 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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<p>..... Signature of the Participating Medical Practitioner</p>	 <p>..... Signature obo the Scheme</p>
<p>..... Full names of signatory</p>	<p>Dr Guvant Goolab Full names of signatory</p>
<p>..... Place</p>	<p>Pretoria Place</p>
<p>..... Date</p>	<p>07/08/2013 Date</p>

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## NETWORK ARRANGEMENTS APPLICABLE TO GEMS SAPPHIRE AND BERYL BENEFIT OPTIONS

### 1. Application

The arrangements set out in this annexure are applicable only to the Beryl and Sapphire Options of the Government Employees Medical Scheme and its Members.

### 2. Conditions for Participation

In order to participate in this option specific arrangement the Participating Medical Practitioner agrees to the following:

- 2.1 to adhere to the terms of the main GEMS GP Network Agreement to which this is an annexure; and
- 2.2 to charge for Relevant Health Services rendered in terms of the Defined Medical Benefits according to the tariffs as set out in the General Practitioner Network guide and communication received from the Scheme for the specific benefit year and not to levy any co-payments or hold the Member liable for Relevant Health Services outside of these tariffs; except:
  - 2.2.1 in-patient initiated therapy
  - 2.2.2 if patient benefits have been exhausted.
- 2.3 to maintain the following minimum service hours: Weekdays 08h00 to 17h00 and preferably Saturdays 08h30 to 12h30 or make alternative arrangements for access to care; and
- 2.4 to abide to the Scheme's pre-authorisation policies for additional general practitioner visits, hospitalisation, out of hospital specialist referrals, allied health services (including physiotherapy, audiology and occupational therapy) radiology and pathology. This authorisation does not provide benefit reservation or guaranteed payment of the claim; and
- 2.5 will adhere to the Scheme's preferred provider arrangements with certain hospitals and certain pathologists by only utilising such for referral and treatment of Members; and
- 2.6 to abide to the Scheme's claims submission processes by providing correct ICD 10 coding and submit all claims lines despite payment of a fixed fee; and
- 2.7 to adhere to all formularies for acute medicine, chronic medicine, clinical procedures, radiology and pathology investigations except where clinically indicated otherwise; and
- 2.8 to respond to requests from the Sapphire and Beryl Managed Care Provider on high risk Members as per the Doctor Network Performance report.
- 2.9 acknowledges that the Scheme has an appointed designated services provider (DSP) for purposes of dispensing chronic medication to the Members.

### 3. Reimbursement of Participating Medical Practitioners

The Participating Medical Practitioner will be paid according to a tiered reimbursement structure for consultations given that certain requirements are met. The basis of performance based reimbursement will be an assessment by the Scheme's managed care organisation using REPI<sup>2</sup>, a web based medical practitioner profiling programme categorisation which at present indicates the Doctor's cost effectiveness and performance on quality measures. In addition the Participating Medical Practitioners will also be measured in terms of adherence to protocols and formularies (adherence profile) which will be incorporated into the Participating Medical Practitioners overall score. Where insufficient data is available to perform an adherence profile, the REPI<sup>2</sup> profile score will be used to determine the level of reimbursement. For those cases where there is also

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insufficient data to profile a practitioner on REPI<sup>2</sup>, the practitioner will be defaulted to the level 2 reimbursement category.

- Level 1 - a Participating Medical Practitioner who not only abides by protocols and formularies but also understands the impact of providing quality care to Members within a low-cost environment. The Participating Medical Practitioner must be a REPI<sup>2</sup> category 1 doctor.
- Level 2 – a Participating Medical Practitioner who abides by protocols and formularies within certain criteria and demonstrates his role in cost-containment.
- Level 3 - a Participating Medical Practitioner who needs peer management via the Peer Review Process with adherence to formularies and protocols. Electronic submission of claims required to certain levels.

#### 4. Implementation Date

The tariff fees specified in the General Practitioner Network guide and tariff fee communication for out of hospital consultations will be paid for Relevant Health Services rendered to the Sapphire and Beryl options of the Government Employees Medical Scheme and its Members.

#### 5. Proviso

From time to time it may be necessary for the Scheme to make minor changes to the profiling methodology in this contracting model. Unless these changes have a material effect on the outcome of this model or the profile of the Participating Medical Practitioner, the Scheme reserves the right to make these minor changes without necessarily adding an addendum to this Agreement.

Accepted/Declined

(Please delete whichever is applicable)

Dr. \_\_\_\_\_

(initials and surname)

Date: \_\_\_\_\_

**Annexure B****NETWORK ARRANGEMENTS APPLICABLE TO GEMS ONYX, EMERALD AND RUBY BENEFIT OPTIONS****1. Application**

The arrangements set out in this annexure are applicable only to the Onyx, Emerald and Ruby Options of the Government Employees Medical Scheme and its Members.

**2. Conditions for Participation**

In order to participate in this option-specific arrangement the Participating Medical Practitioner agrees to the following:

- 2.1 to adhere to the terms of the main GEMS GP Network Agreement to which this is an annexure; and
- 2.2 to charge for Relevant Health Services rendered in terms of the Defined Medical Benefits according to the Scheme rates as and not to levy any co-payments or hold the Member liable for Relevant Health Services received; and
- 2.3 to maintain the following minimum service hours: Weekdays 08h00 to 17h00 and preferably Saturdays 08h30 to 12h30 or make alternative arrangements for access to care; and
- 2.4 where applicable to abide to the Scheme's pre-authorisation policies. This authorisation does not provide benefit reservation or guaranteed payment of the claim; and
- 2.5 to abide to the Scheme's claims submission processes by providing correct ICD 10 coding and submit all claims lines despite payment of a fixed fee; and
- 2.6 to adhere to all formularies for acute medicine, chronic medicine, clinical procedures, radiology and pathology investigations except where clinically indicated otherwise; and
- 2.7 to respond to requests from the Scheme's Strategic Managed Care Provider on high risk Members as per the Doctor Network Performance report.
- 2.8 acknowledges that the Scheme has an appointed designated services provider (DSP) for purposes of dispensing chronic medication to the Members.

**3. Reimbursement of Participating Medical Practitioners**

- 3.1 Participating Medical Practitioners classified according to his or her practice profile on the Scheme's medical practitioner profiling tool as a category 1 Medical Practitioner will be paid an enhanced consultation fee equal to the Scheme rate plus a fee that will be determined annually and communicated to the participating practitioners for out of hospital consultations.
- 3.2 All other Participating Medical Practitioners will be paid a consultation fee equal to the Scheme rate for out of hospital consultations.
- 3.3 The medical practitioner profiling programme categorisation will be updated quarterly.
- 3.4 The objectives of the profiling programme will include, but not be limited to maximisation of:
  - 3.4.1 The quality of health care that is provided; and
  - 3.4.2 The cost-effectiveness of the health care that is provided.
- 3.5 Toward achieving these objectives the profiling tool will be based upon the following categories of profiling parameters:
  - 3.5.1 Quality parameters, such as:
    - 3.5.1.1 Recall rates, where the practice profiles indicate that such higher rates pertain to a specific practice/practitioner.
    - 3.5.1.2 Complication rates, where such complications can be clearly identified through the profiling methodologies and the procedures to which the complications pertain have been performed by practitioner that is being profiled.

Please insert Practice Number: .....

Mail merge number and name of General Practitioner.....and initial here ► .....

S.S.

3.5.1.3 Referral rates, where such referrals can with a reasonable degree of certainty through the profiling methodologies be apportioned to the practice/practitioner that is being profiled.

3.5.1.4 Hospital admission rates, with respect to those admissions where the practitioner that is being profiled was the admitting doctor.

3.6 The profiling parameters will take into account the relative risk profile of the Beneficiaries that have accessed services by a particular practitioner as well as the relative importance of the profiling parameters to each other, as may be amended from time to time, and will be benchmarked against:

3.6.1 Peers that offer similar ranges of services.

3.7 In terms of the results of the benchmarking process a score will be allocated to each practitioner and, based upon this score, subject to the fact that a practitioner has seen a sufficient number of GEMS patients to render his/her profile statistically relevant, each practitioner will be categorised into one of three categories. The exact criteria for each of the three categories will from time to time be determined by the Scheme in consultation with the Central Peer Review Committee of the IPA Foundation.

3.7.1 Category 1 practitioners shall qualify to receive the enhanced consultation fee referred to in 3.1.

3.7.2 Category 2 practitioners shall receive a consultation fee that is equal to the Scheme rate.

3.7.3 Category 3 practitioners shall receive a consultation fee that is equal to the Scheme rate, but it is such Category 3 practitioners will have to participate in a peer management or peer review process.

**4. Implementation Date**

The above specified enhanced consultation fee for out of hospital consultations will be paid for Relevant Health Services rendered in terms of the Defined Medical Benefits.

**5. Proviso**

From time to time it may be necessary for the Scheme to make minor changes to the profiling methodology in this contracting model. Unless these changes have a material effect on the outcome of this model or the profile of the Participating Medical Practitioner, the Scheme reserves the right to make these changes without necessarily adding an addendum to this Agreement.

Accepted/Declined

(Please delete whichever is applicable)

Dr. \_\_\_\_\_

(initials and surname)

Date: \_\_\_\_\_

**SCHEDULE 1**

Please insert Practice Number: .....

Mail merge number and name of General Practitioner.....and initial here ► ..... S.S.

**PARTICULARS OF GENERAL PRACTITIONER**

.....  
(Initials and surname of the Participating GP)

HPCSA Number:.....

Identity nr/Passport nr: .....

Partnership/Group Practice Number (if applicable):.....

IPA/National Representation Association (if applicable)

.....

Accounts submitted using: Individual Practice number

Partnership/Group Practice Number

Dispensing Licence: .....

(if yes provide number) :.....

Physical address:

Street name &nr:.....

Surburb:.....

Town/City:.....

Province:.....

Postal Code: .....

Postal address:.....

Business phone number: .....

Cell phone number: .....

E-mail: .....

Facsimile:.....

Options selected: Beryl and Sapphire (Annexure A)

Ruby, Emerald and Onyx (Annexure B)