

ANNEXURE C

RESPONSIBILITIES
OF
MEDSHIELD

It is recorded that MEDSHIELD undertakes the following:

1. That it will at all times adhere to the provisions of the Medical Schemes Act (act 131 of 1998) and the Rules and Regulations promulgated by the Council for Medical Schemes from time to time.
2. That it will pay the provider's claims directly to the provider, unless a joint decision to the contrary has been made by MEDSHIELD and the Foundation.
 - 2.1 It being noted that the provider will be informed by MEDSHIELD as to the reason for such a decision.
3. Will ensure that all the beneficiaries that are involved in this contract are thoroughly informed as to the benefits pertaining to his/her option, any and all exclusions and in particular, the rules and provisions of this Contract, which govern or limit the provision of healthcare services by the undersigned provider to the said beneficiaries.
4. That MEDSHIELD will only change the provisions of this Contract in consultation with the IPA Foundation.
5. That MEDSHIELD will give the provider a 90 days' notice in writing by letter, facsimile or e-mail, regarding any contemplated changes to the Scheme Rules, which may impact upon this Agreement, in order that the participating Provider may exercise his /her right to terminate this Agreement, pursuant to Clause 3.2.3 in the Contract. It being noted that such changes will first have been discussed and approved by the Foundation.

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6. That all communication from MEDSHIELD to the Provider, save routine, communications, of a day to day nature, will be discussed with the IPA Foundation prior to being distributed.
7. That MEDSHIELD will not take any action against the provider, for whatever reason, unless such action has been discussed with and approved by the IPA Foundation.
 - 7.1 It being noted that the actions contemplated for breach of Contract, fraud or professional negligence include but are not limited to the following:
 - 7.1.1 Termination of direct payment to the provider for a specific time.
 - 7.1.2 Termination of this Agreement.
 - 7.1.3 Reporting the actions of the provider to the Health Professions Council of South Africa and/or other appropriate authorities.
8. That MEDSHIELD irrevocably recognises the right of the Foundation to represent the undersigned provider, should the provider so choose, in any discussions or dispute between MEDSHIELD and the provider.
 - 8.1 It being noted that if a dispute between MEDSHIELD and the provider cannot be resolved by the 3 parties within 14(fourteen) business days it will be resolved by arbitration Foundation of South Africa, it being agrees by the parties that the decision of the arbitrator:
 - 8.1.1 shall be final and binding on all of them; and
 - 8.1.2 will be carried into effect; and
 - 8.1.3 may be made an order of any court of competent jurisdiction at the insistence of any or all of the parties.
9. That MEDSHIELD will create a Database of contracted providers together with their biographical details as per page 1 (frontispiece) of this Contract and will update such a database within 72 hours of either receiving the information of a newly registered provider from the Foundation or a letter of provider termination from a provider – noting the 90 day notice period or any updated details regarding an already contracted provider.

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10. MEDSHIELD will provide a dedicated call centre for contracted providers who have enquiries regarding, claims, payments and the usual day-to-day administrative matters