



## South African Orthopaedic Association

### Event Based Contract

Between

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Orthopaedic Surgeon (designated official)

With Practice Number: \_\_\_\_\_

As Clinical Service Provider ("CSP")

AND

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Registered name of Administrative Entity

As third-party funder of professional services

AND APPLICABLE TO

The delivery of Orthopaedic Care for Procedures as outlined in Annexure A

Contract ID (Practice Number/Reference Number of contract type/MonthYear):

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Initiation Date of Contract

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Termination date of Contract



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## 1. Definitions

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- 1.1. **AE** means Administration Entity unless otherwise specified.
- 1.2. **Agreement** means the agreement contained in this document, including all annexures hereto.
- 1.3. **ARM** denotes Alternative Reimbursement Model (Mechanism).
- 1.4. **CMS** means the Council for Medical Schemes, a statutory body established by the Medical Schemes Act.
- 1.5. **CSP** means Clinical Service Provider.
- 1.6. **CSP EBC** means the event based contract between the Parties as set out in this Agreement.
- 1.7. **EBC** denotes Event Based Contract unless otherwise specified.
- 1.8. **Electronic signature** denotes any means of auditable electronic response from the CSP to the AE that provides for the ability to accept, reject or raise specific points in respect of a proposed term of the Agreement.
- 1.9. **HPCSA** means the Health Professionals Council of South Africa, a statutory body established in terms of the Health Professions Act, No. 56 of 1974.
- 1.10. **Medical Schemes Act** means the Medical Schemes Act, No. 131 of 1998.
- 1.11. **Parties** means the parties to this agreement.



- 1.12. **Quality** means “healthcare quality” as put forward by the institute of medicine which includes the following six aims defined:
- 1.12.1. **Safe:** Avoiding harm to patients from the care that is intended to help them.
  - 1.12.2. **Effective:** Providing services based on scientific knowledge to all who could benefit and refraining from providing services to those not likely to benefit (avoiding underuse and misuse, respectively).
  - 1.12.3. **Patient-centred:** Providing care that is respectful of and responsive to individual patient preferences, needs, and values and ensuring that patient values guide all clinical decisions.
  - 1.12.4. **Timely:** Reducing waits and sometimes harmful delays for both those who receive and those who give care.
  - 1.12.5. **Efficient:** Avoiding waste, including waste of equipment, supplies, ideas, and energy.
  - 1.12.6. **Equitable:** Providing care that does not vary in quality because of personal characteristics such as gender, ethnicity, geographic location, and socioeconomic status.
- 1.13. **SAOA** means the South African Orthopaedic Association.
- 1.14. **SAOA EBC** means the event based contract between the Administrative Entity and the CSP.
- 1.15. **Signature** means physical or electronic Signature.
- 1.16. **Signature Date** means the date of signature of this Agreement by the Party last signing.
- 1.17. In this Agreement -
- 1.17.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
  - 1.17.2. an expression which denotes -
    - 1.17.2.1. any gender includes the other genders;
    - 1.17.2.2. a natural person includes a juristic person and vice versa;
    - 1.17.2.3. the singular includes the plural and vice versa;
    - 1.17.2.4. a Party includes a reference to that Party’s successors in title and assigns allowed at law; and
    - 1.17.2.5. a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.
    - 1.17.2.6. Any reference in this Agreement to –



- 1.17.2.7. "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 1.17.2.8. "laws" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Government Body; and the common law, and "law" shall have a similar meaning and
- 1.17.2.9. "person" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 1.17.2.10. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.17.2.11. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 1.17.2.12. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.17.2.13. Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.17.2.14. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from



time to time.

- 1.17.2.15. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.17.2.16. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 1.17.2.17. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulatio alteri) who is not a Party to this Agreement.
- 1.17.2.18. The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if any of the Parties is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 1.17.2.19. Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 1.17.2.20. In this Agreement the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to this Agreement.

## 2. Objectives of the EBC

- 2.1. Enable ethical and clinical protection for patients by ensuring that the CSP is held accountable to practice that is:
  - 2.1.1. In accordance with the HPCSA ethical rules of practice.
  - 2.1.2. In accordance with the laws of the Republic of South Africa.
  - 2.1.3. In accordance with SAOA and academic best practice guidelines and SAOA coding and private practice guidelines for the stipulated event.
  - 2.1.4. Subject to clinical outcomes, process and activity measures as agreed to with SAOA.
  - 2.1.5. Subject to objective Peer Review under the auspices of SAOA.



- 2.1.6. Facilitative of delivering a care bundle by multiple suitably qualified and able service providers who have all subjected themselves to quality measures and/or peer review as the case may be that underscores accountability and responsibility to the patient.
- 2.2. Ensure patients are provided care that is:
  - 2.2.1. In accordance with clause 2.1 above.
  - 2.2.2. Free from exposure to over-servicing or inefficiencies and perversely incentivised care as may be generally understood or defined.
  - 2.2.3. Free from exposure to under-servicing and perversely incentivised care as may be generally understood or defined.
  - 2.2.4. Available at reasonable sector, market and workforce sustainable costs with due regard for maintaining and/ or improving Quality of care.
- 2.3. Ensure the orthopaedic surgeon can conduct practice:
  - 2.3.1. With clinical autonomy (taking clauses 2.1.3. and 2.4.2 into account).
  - 2.3.2. Free from perverse incentives that drive underservicing or over-servicing.
  - 2.3.3. With empowerment to engage with the AE in an effort to identify factors relevant to determining CSP specific costs and Quality parameters for delivering the service contemplated in Annexure A taking clause 2.4.2 into account.
  - 2.3.4. That may be subject to a fixed fee for clearly delineated services to be rendered.
- 2.4. Ensures that this Agreement:
  - 2.4.1. Is subject to update and annual review by SAOA and the named AE participating in the contract.
  - 2.4.2. Recognises the team benefits of orthopaedic surgeon, anaesthetist, other healthcare providers, facility and funder that impact on cost effective and quality patient outcomes.
  - 2.4.3. Enables development of incentives based quality of care measures, peer review and participation that drive both team work and best quality care.
- 2.5. Ensure that administrators/funders:
  - 2.5.1. Are able to guarantee the stated benefit cover to its members for the event decided post the engagement contemplated in clause 2.3.3.
  - 2.5.2. Are able to participate in the design and implementation of an ethically and legally compliant care system for an event that incentivises best value care to all participating parties in keeping with the principles of these objectives.



- 2.5.3. Are able to participate in monitoring and reporting on Quality measures that will allow for peer review and improvement of care where identified deficiencies exist.
- 2.5.4. Are able to access data that will identify at risk patient populations, which in itself will allow for interventions that limit peri-operative complications thereby avoiding unnecessary morbidity and costs.

### 3. Time Restriction

- 3.1. Notwithstanding the Signature Date, Annexures A, B and C of this Agreement shall commence on 8th August 2018 ("the Effective Date")
- 3.2. The balance of this Agreement shall be of force and effect only upon HPCSA confirming that these provisions do not contravene the ethical rules of the HPCSA ("**HPCSA Approval**").
- 3.3. Notwithstanding clauses 3.1 and 3.2 -
  - 3.3.1. Clauses 3.1 and 3.2 shall be subject to clauses 3.3.2 and 3.3.3 respectively and shall continue until 31 December 2019.
  - 3.3.2. Annexures "B" shall be of force and effect till 31 December 2019 ("initial agreed tariff duration") which will include a CPI related increase on the agreed tariff in Annexure "B" on 1 January 2019. The AE furthermore agrees to commence review of the terms of Annexure "B" on or before 30 September of each calendar year with the CSP on the aspects contemplated in clause 2.3.3 for application of the reviewed terms for the next calendar year. Any amendment to Annexure "B" shall be agreed to and recorded in writing. If the Parties are unable to reach consensus on the reviewed terms before the end of the initial agreed tariff duration, this Agreement shall terminate.
  - 3.3.3. The Parties agree to review the duration of this Agreement and the terms thereof on or before 30 September 2019. As part of such review, the AE shall give effect to clause 6.5. Any extended period may not exceed 2 (two) years. The review process contemplated in this clause shall thereafter occur biennially (every 2 (two) years) in perpetuity, should there be a mutual desire to do so and the review process shall be conducted within the time-frames contemplated in this clause. For the avoidance of doubt, this means that all reviews must commence before 30 September and must conclude on or before 30 November in each successive biennial period. If the Parties are unable to reach consensus on the reviewed terms before the relevant 30 November deadline, this Agreement shall terminate at the end of the existing



agreement period. Any extension and amended terms (which for the avoidance of doubt, may entail an amendment to this Agreement, including any annexure) shall be agreed to and recorded in writing.

## 4. Early Termination

- 4.1. Notwithstanding clauses 3 and 7, this Agreement shall be terminated forthwith in the event that the HPCSA or any other regulatory or statutory body formally and validly determines that the team principles and arrangements pursuant to which this Agreement was concluded and/or that the terms of this Agreement contravene the ethical rules of the HPCSA or such other regulatory or statutory body.
- 4.2. Notwithstanding the commencement of this Agreement any party may, on its own accord or if requested by the HPCSA or any other regulatory and/or statutory body, engage with such body regarding the merits of the team principles and arrangements pursuant to which this Agreement was concluded and/or the terms of this Agreement provided that –
  - 4.2.1. prior notice of such engagement is provided to the other; and
  - 4.2.2. the Parties explore opportunities to co-operate with each other to address any matter of mutual interest viz-a-viz the HPCSA or such other regulatory body.

## 5. The Clinical Service Provider Agrees to/ that:

- 5.1. Provide orthopaedic care for the fee stipulated in Annexure B in accordance with the surgical/orthopaedic event listed in Annexure A in accordance with the most current SAOA Practice Guidelines.
- 5.2. In the event that it becomes necessary to provide services outside of pre-operative assessment, intra-operative orthopaedic care and post-operative care related to the procedures as listed in Annexure A, it will be done for the fees stipulated in Annexure B (where listed in Annexure B) or on a fee for service basis and in accordance with the most current SAOA practice guidelines. For the sake of clarity, such services may include (but not be limited to) pre-operative clinic visits and post-operative clinical care for a period of four weeks from the time of surgery..
- 5.3. Ensure that the patient is furnished with the codes stipulated in Annexure A in order for the AE to facilitate reimbursement of the patient for services rendered.





- 5.4. Apply the most clinically appropriate care guided by the relevant SAOA guidelines and/or Internationally Approved Guidelines for the event(s) specified in Annexure A.
- 5.5. Consent all patients for participation in terms of this Agreement as per SAOA and HPCSA ethical guidelines and the laws of the Republic of South Africa.
- 5.6. The fee(s) listed in Annexure B and for which the patient will remain liable to the CSP, will be consented to by the patient.
- 5.7. The account will be made out to the patient and/or consented guarantor, and a copy of this account will be submitted to the funder as stipulated in the Medical Schemes Act.
- 5.8. With respect to the individual practitioner, the fee agreed to will be commensurate with the nature of the service/s to be provided in respect of comparable health events and ought, unless otherwise expressly agreed, include remuneration for defined, measured and quantifiable improved value and/or quality, time spent participating in quality review measures and peer review engagement.
- 5.9. Abide by the Coding Guidelines of SAOA in the reporting of codes for orthopaedic services delivered, as well as the inclusion of administrative codes that will enable the AE to process any claim pursuant to Annexures A, B and/or C.
- 5.10. Complete an event submission report per patient in accordance with societal and administrator agreed criteria in order to measure outcomes of care with additional administrative components remunerated for in accordance with Annexure B.
- 5.11. Submit to peer review by SAOA Peer Review Process upon request by the AE.
- 5.12. S/he shall share with SAOA such information that SAOA may from time to time reasonably require to enable peer review and the promotion of Quality of care relating to –
  - 5.12.1. the provision of event based services contemplated in this Agreement;
  - 5.12.2. the Quality standards applicable to the provision of such services; and
  - 5.12.3. code reporting on a patient and/or aggregate basis.
- 5.13. The AE is permitted to share CSP specific clinical and administrative information with SAOA which would include giving effect to the peer review mechanism contemplated in 2.1.5 and 5.12 above.
- 5.14. Share data submitted through SAOA to the AE in accordance with the laws of the Republic of South Africa.



- 5.15. Permit SAOA to allow the scheme or administrator to share aggregated data that may be deemed appropriate by SAOA.
- 5.16. While this Agreement is in force, this Agreement:
  - 5.16.1. Will henceforth be the agreement for delivering a service for the events and/or procedures listed in *Annexure A* and with the listed AE and funds listed in Annexure C.
  - 5.16.2. Where the CSP has chosen to participate in multiple contracts for provision of orthopaedic services for the procedures listed in *Annexure A* and with the listed AE and funds listed in Annexure C, the CSP acknowledges that, where the CSP chooses to provide services in terms of another Agreement or contract, it will be bound by the terms of such other agreement and undertakes to ensure that no duplicate billing will occur.
  - 5.16.3. Will be given effect to with reference to any team principles and arrangements pursuant to which this Agreement may have been concluded, provided that in the event of a conflict between this Agreement and the team principles and arrangements, the provisions of this Agreement will apply in a manner that -
    - 5.16.3.1. underscores the provision of quality healthcare as defined in clause 1.12;
    - 5.16.3.2. ensures that the health and wellbeing of the patient is of principal importance; and also
    - 5.16.3.3. protects the clinical autonomy of the CSP.
- 5.17. Permit the AE to provide a signed CSP-EBC, excluding *Annexure B*, to SAOA within 10 days of concluding the CSP-EBC with the CSP.
- 5.18. Permit the AE to disclose at its discretion updated information about CSP participation in any relevant procedure and/or event stipulated in Annexure A, to the medical schemes specified in Annexure C and/or with members of medical schemes administered by the AE in such format as the AE may deem appropriate.
- 5.19. Will ensure, to effect the objectives of the contract and ensure societal collaboration, support and oversight of the particular CSP Agreement (excluding agreed tariffs as stipulated in Annexure B), that he/ she is either a member in good standing with the society (SAOA), or procures an annual contract for administrative services from SAOA to cover the cost of services provided by the society as detailed in this contract.



- 5.20. All references in this Agreement to information exchange, Agreement and annexure exchange between the AE and SAOA as well as peer review by SAOA excludes agreed to tariff or fee related data as detailed in Annexure B between the CSP and AE.

## 6. The Administrator Entity (AE) agrees to/that:

- 6.1. Ensure that all members of the listed funds in Annexure C are afforded financial cover in accordance with the agreed amounts set out in Annexure B once authorisation is processed for the procedure and services are delivered by the CSP.
- 6.2. Ensure their members are provided with information specific to this Agreement that may require member informed consent in terms relevant to South African legislation.
- 6.3. The AE shall provide SAOA with access to an up to date national comprehensive list of participating CSP's as may be requested from time to time and disclose the names of participant CSP's to such persons and in such format as it deems appropriate in order to enable a patient to make informed choices about the participating CSP's for any procedure or event contemplated in Annexure A & C.
- 6.4. Funding of the services and payment directly to the provider in accordance with the Medical Schemes Act.
- 6.5. Annual formal engagement with SAOA in order to review the content of this Agreement excluding aspects specifically relating to the rates payable to the CSP which will be periodically reviewed between the AE and CSP.
- 6.6. Store the signed versions of this Agreement, including all Annexures, in safe data storage.
- 6.7. The AE will provide the CSP with a signed copy of this Agreement, including all Annexures.
- 6.8. The AE will provide a signed CSP-EBC, excluding Annexure B, to SAOA within 10 days of concluding the CSP-EBC with the CSP.
- 6.9. This Agreement:
- 6.9.1. Will henceforth be the agreement for delivering a service for the events and/or procedures listed in *Annexure A* and with the listed AE and funds listed in Annexure C.
- 6.9.2. Where the CSP has chosen to participate in multiple contracts for provision of orthopaedic services for the procedures listed in *Annexure A* and with the listed AE and funds listed in Annexure C, the AE undertakes to ensure that where this contract has been chosen by the CSP, the AE's conduct will be governed by this Agreement. For



the avoidance of doubt and with reference to clause 5.16.2, this does not mean that the provisions of this Agreement prevail over the provisions contained within any other such agreement in which the CSP has chosen to participate.

6.9.3. Will be given effect to with reference to any team principles and arrangements pursuant to which this Agreement is concluded, provided that in the event of a conflict between this Agreement and the team principles and arrangements, the provisions of this Agreement will apply in a manner that -

6.9.3.1. Underscores the provision of Quality health care as defined in clause 1.12;

6.9.3.2. Ensures that the health and wellbeing of the patient is of principal importance; and also

6.9.3.3. Protects the clinical autonomy of the CSP.

6.10. The AE agrees that as at the date of this Agreement and while in force, any prior DSP/ network agreement with the AE that governed payment for services to the CSP are superseded by this Agreement for the events and/or procedures listed in Annexure A and with the listed AE and funds listed in Annexure C.

6.11. Ensure a data collection platform is available as soon as is practically possible after the signing of this Agreement that allows for submission, collection, and access of data by the Parties and/ or SAOA on such terms and in accordance with such processes as specified in Annexure D.

6.12. All annexures outside of A,B and C are to be completed through SAOA collaborative engagement with best endeavour by 1 July 2019.

6.13. Where requested, enable parallel submission and collection of data to SAOA (CSP nominated) data collection database in the interests of ensuring data integrity and transparency in data collection and analysis. This in respect of all data that may be used in quality measures and required for peer review.

6.14. Undertake to ensure that this Agreement and its annexures are compliant with the rules of the CMS, and that the Agreement is in accordance with relevant legislation of the Republic of South Africa.

6.15. Undertake to ensure all data collection, processing and sharing of data as a result of this Agreement is in accordance with the laws of the Republic of South Africa. Specifically, the AE undertakes to ensure such compliance and takes complete responsibility for this undertaking.



## 7. Breach and Termination

- 7.1. Either the CSP or AE may terminate this Agreement on 90 days' prior written notice.
- 7.2. The following will constitute a breach of the terms of the Agreement:
  - 7.2.1. A failure of a Party to participate and deliver on their responsibilities as set out in this Agreement.
  - 7.2.2. A Party acts outside of the laws of the Republic of South Africa or the rules and guidelines of the HPCSA.
- 7.3. In the event of breach, the following remedy is agreed to be pursued:
  - 7.3.1. A Party may notify the other Party in writing (includes electronic mail) that they consider the Agreement to have been breached by that Party.
  - 7.3.2. The notified Party will have 5 business days to formally respond to the breach notification.
  - 7.3.3. The notified party will have 20 business days to address and remedy the breach. A satisfactory remedy of the breach will be confirmed by the Parties in writing.
  - 7.3.4. Upon notification of the breach in terms of clause 7.3.1, either of the Parties may immediately suspend services in terms of this Agreement until satisfactory resolution of the alleged breach is reached.
- 7.4. In the event no remedy is achieved, the Parties may either:
  - 7.4.1. Agree to attempt mediation through the assistance of SAOA or if appropriate, any other alternative dispute resolution agency as may be agreed to by the Parties, or
  - 7.4.2. Terminate the Agreement with immediate effect post the 20-working day period.
- 7.5. In the event that the AE and SAOA terminate SAOA-EBC, the AE undertakes to immediately notify the CSP.
- 7.6. This Agreement shall automatically terminate in the event that the AE-SAOA-EBC should terminate.
- 7.7. In the event of a termination of this Agreement all billing for AE administered members listed in Annexure B will revert to fee for service billing in accordance with the Medical Schemes Act and the Rules applicable to the medical scheme concerned.



## 8. General

### 8.1. Whole Agreement

8.1.1. This Agreement constitutes the whole of the Agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties.

8.1.2. This Agreement supersedes and replaces any and all Agreements between the Parties and undertakings given to or on behalf of the Parties in relation to the subject matter hereof.

### 8.2. Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

### 8.3. No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be 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.

### 8.4. No Waiver or Suspension of Rights

No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the



specific instance and for the purpose given.

**8.5. Provisions Severable**

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

**8.6. Continuing Effectiveness of Certain Provisions**

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

**8.7. No Assignment**

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by any Party without the prior signed written consent of the other Parties, save as otherwise provided herein.

**8.8. Exclusion of Electronic Signature**

The reference in clauses 8.2, 8.4 and 8.7 to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature. This clause however does not apply to extension of this Agreement as contemplated in clause 3, amendments to the tariffs specified in Annexure B and the list of participating schemes specified in Annexure C, which may be recorded by way of electronic signature or any other form of written agreement.

**8.9. Costs**

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.



## 9. Signature

- 9.1. This Agreement is signed by the Parties on the dates and at the places indicated below.
- 9.2. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at Signature Date of the Party last signing one of the counterparts.
- 9.3. The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 9.4. The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall have its Signature of this Agreement verified by a witness.





## Declaration

We the undersigned, accept all terms and conditions as stipulated in this Agreement including all annexures to this document, as evidenced by our signatures on each page of this Agreement and at the end of each annexure.

Signed on \_\_\_\_\_ at \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

**On behalf of the Clinical Service Provider**

**On behalf of the Administration Entity**

\_\_\_\_\_

Witness

Annexure A = EBC Procedures, codes, processing and participation criteria

Annexure B = Fixed fee specifications

Annexure C = Specific funds and plans forming part of agreement

Annexure D = Specified Quality Measures

Annexure E = Financial reports

Annexure F = Applicable Administration Costs