

PRACTITIONER'S UNDERTAKING REGARDING ENGAGEMENT WITH DISCOVERY HEALTH IN RELATION TO SUSPECTED IRREGULAR CLAIMS PAYMENTS

I, the undersigned

NAME and PRACTICE NUMBER: _____

1. Make the following commitments -
 - 1.1. I will provide Discovery Health with all relevant information relating to the investigation into my practice within 21 days of Discovery Health notifying me of the information they require, and if I am for good reason unable or am uncomfortable to provide all the requested information to Discovery Health, I will make best efforts to provide as much information as possible relevant to the investigation as may be agreed with Discovery Health, and if necessary, will engage with Discovery Health to agree on a time extension for the supply of the required information
 - 1.2. I will engage in good faith with Discovery Health to reach agreement on a resolution of all issues as between my practice and Discovery Health. This agreement may include the verification of suspected irregular claims, ceasing and desisting from future submission of any confirmed irregular claims, refunding the proceeds of irregular claims, and/or the terms of such refund; and
 - 1.3. I will make best efforts in good faith to conclude such engagement within 30 days of submitting the information requested or such extended period as Discovery Health may reasonably agree to.
2. I confirm that I am voluntarily making these commitments.
3. I confirm my understanding that when Discovery Health receives my signed undertaking, and at present -
 - 3.1. If payment to my practice is being held back by Discovery Health (ie **suspended**), Discovery Health will –
 - 3.1.1. procure the release of 50% of all funds which have been held back; and
 - 3.1.2. ensure that the balance of all funds held back, will be paid within 14 days of any agreement being reached on a resolution of the issues as between my practice and Discovery Health, which balance may be adjusted based on mutual agreement related to whether or not funds are owed by my practice to medical schemes;
 - 3.2. If payment to my practice has been placed on **indirect payment status** by Discovery Health (ie claims are paid to the member), Discovery Health will -
 - 3.2.1. temporarily restore my practice to direct payment status from its current indirect payment status; and
 - 3.2.2. restore my practice to direct payment status within 14 days of any agreement being reached on a resolution of the issues as between my practice and Discovery Health; and

3.3. If a **payment block** has been imposed on my practice, Discovery Health will lift such block within 14 days of any agreement being reached on a resolution of the issues as between my practice and Discovery Health.

4. I also understand that -

- 4.1. Should the outstanding issues not be resolved, Discovery Health and/or the medical schemes that it administers reserves the right not to release the balance of funds under suspended payment and/or to restore the practice to indirect payment status; and
- 4.2. Discovery Health and/or the medical schemes that it administers may recover from me any released amount and/or restore my practice to indirect payment status in the event of any breach by me of the aforementioned commitments.
- 4.3. Any agreement that I reach with Discovery Health as a result of this undertaking will be subject to and/or may be altered to deal with any incompatibility between the agreement I reach with Discovery Health and/or the medical schemes that it administers and the agreement between my representative organization and Discovery Health (and Discovery Health Medical Schemes) during the mediation process they have established as between themselves.

Thus done and signed on _____ 2019.

SIGNATURE