



Application Form



SERVICING THE HEALTH INDUSTRY SINCE 1988

Making sure that your data is always current, valid and user-friendly.

Medprax provides the following data files on a weekly basis:

- **Pharmaceutical product and price file.**
- **Consumables (0201) product and price file**
- **Medical schemes data file.**

Our data files load directly into your practice management software and let you:

- **Identify valid medical schemes and their options, correct transmission codes for claims submission, addresses, MMAP, MPL and MRP requirements,**
- **Charge current and correct medicine and material prices, correct Nappi codes, medical aid exclusions, correct formularies, MMAP, MPL, etc.**
- **Save time and money by keeping your product prices and Medical aid information up to date and recover your Medprax subscription fee over and over with rejection-free claims, correct product prices and cutting unnecessary telephone calls to Medical schemes.**

Subscribe to the Medprax service online at www.medprax.co.za or call us on

031 904 9200 or e-mail: info@medprax.co.za



MEDPRAX (PTY) LTD.P.O.BOX 244,UMBOGINTWINI 4120.666 KINGSWAY, AMANZIMTOTI 4126 SOUTH AFRICA
 TELEPHONE: 031 904 9200 FAX: 031 904 9211
2014 APPLICATION FORM

Name of practice:.....
 Practice Number:..... VAT Registration number:.....
 Postal address:.....
Code:.....
 Installation address:.....
 Telephone No.: (.....)..... Fax No.: (.....).....
 Cellphone:..... E-mail address:.....
 Speciality:
 HOW DID YOU HEAR ABOUT US?

Fee structure for Medprax weekly updates:
 (Fees include VAT – Medprax VAT number: 4010184200)

Initial Master File Registration Fee R350.00

Please indicate below which files you require

- Weekly ethical medicine, material & injections product file and medical aid schemes file update R285.00
- Weekly ethical medicine, material & injections product file R195.00
- Weekly material & injections product file and medical aid schemes file update R195.00
- Weekly material & injections product file R105.00
- Weekly medical aid schemes file updates R105.00
- E-Script – Electronic Script Generator

(Please note that our annual increase is in May)

MEDICAL PRACTICE MANAGEMENT SOFTWARE IN USE:.....

FILE DELIVERY METHOD (Please tick preferred option)

ADSL Connection	Medprax Data Downloader (Preferred method of downloading)
------------------------	--

Dial-up Connection	Weekly E-mail
---------------------------	---------------

E-mail address for weekly updates:.....

I, THE UNDERSIGNED.....

1. Warrant that I am properly authorised to sign this form and that the information supplied by me is correct;
2. Appoint the address indicated on the face side of this credit application form as the domicilium citandi et executandi of the licensee at which address the licensee will accept the service of all documents and processes;
3. Agree that the terms and conditions of trade printed on page 2 hereof shall apply to all agreements in terms of which electronic medical data is supplied by Medprax (PTY) LTD to the licensee.

SIGNED AT _____ THIS _____ DAY OF _____ 20

SIGNATURE _____ CAPACITY _____

FULL NAME _____

NB: Software dealer's Name: NB: Contact telephone number:
--



P.O Box 244
Umbogintwini 4120
Tel: 031 904 9200
Fax: 031 904 9211
<http://www.medprax.co.za>

DEBIT ORDER INSTRUCTION

FROM:

TO:
MEDPRAX (PTY) LTD

Bank Account

BANK:
BRANCH NAME AND TOWN:
BRANCH NR:
ACCOUNT NR:
TYPE OF ACCOUNT: CURRENT : **SAVINGS :** **TRANSMISSION:**

**Medprax debit orders will reflect on your bank statement as
Your Medprax Account Number**

I/We hereby authorise you to issue and deliver payment instructions to BDB Data Bureau for collection against my/our abovementioned account my/our monthly subscription fee necessary for payment of the Medprax Data Files.

**Debit order amount: :R _____ commencing on the 28th day of
each month and continuing until written notice is received.**

All such withdrawals from my bank account by you shall be treated as though they had been signed by me/us personally.

I/We agree to pay any bank charges relating to this debit order instruction,

This authority may be cancelled by me/us by giving you thirty days notice in writing, but we understand that I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.

Receipt of this instruction by you shall be regarded as receipt thereof by our bank.

Signed at _____ on this _____ day of _____

Signatures as used for signing cheques

Signatures as used for signing cheques

NOTE: A Cancelled cheque should be attached for bank identification purposes.

MEDPRAX TERMS AND CONDITIONS

[The licensee qualifies as a "consumer" in terms of the Consumer Protection Act 68 of 2008 if it is a company, a close corporation, a partnership, an association or a trust whose asset value or annual turnover is less than R2 million or if he or she is a natural person (a human being) who conducts the practice on his or her own, irrespective of his or her asset value or annual turnover. In what follows "section" refers to a section of the aforesaid Act.]

APPLICATION These conditions of trade shall be deemed to apply to all agreements, as if specifically incorporated therein, in terms of which Medprax (Pty) Ltd (hereinafter referred to as "Medprax") agrees to supply the licensee with electronic medical data.

GRANT OF LICENCE The rights granted to the licensee shall mean a non-transferable and non-exclusive right to use the electronic medical data, without the right to sub-licence. The licensee shall install and shall be entitled to use the electronic medical data at the installation address/site until this agreement is terminated. During the existence of the agreement Medprax undertakes to supply the licensee with any up date to the electronic medical data.

TERMINATION This agreement is binding for six months commencing from the date of this contract. Thereafter may be terminated by either party on 1 (ONE) calendar months' written notice.

LICENCE FEE The monthly licence fee payable from time to time is payable monthly in advance, on or before the 3rd (THIRD) day of each calendar month with effect from the commencement date. Medprax shall have the right to adjust the licence fee upon 30 (THIRTY) days written notice to the licensee. If the licensee does not terminate this agreement within the aforesaid notice period of 30 (THIRTY) days then the licensee shall be deemed to have accepted the increase.

NATURE OF LICENCE Use of the electronic medical data shall be limited to: the installation of the electronic medical data by the licensee or his agent, supplied by Medprax to the licensee, on a single computer; the accessing of the electronic medical data on a single computer connected to a network, or not, by the licensee or a person authorised by the licensee and who is bound by the terms of this licence agreement; the manipulation of the accessed electronic medical data in such a manner as to conduct the business of the licensee; the licensee shall not have the right to sub-licence or transfer the electronic medical data in any way, either in whole or in part, to any third party; the licensee shall not copy nor permit any party to copy the electronic medical data, except to make sufficient copies for back-up or archival purposes for the conducting of the business of the licensee; the licensee shall not change the electronic medical data in any manner so as to affect the copyright of Medprax in the changed electronic medical data nor merge the electronic medical data so that the electronic medical data ceases to be readily identifiable as that of Medprax; the licensee shall not reproduce or attempt to reproduce the works incorporated in the electronic medical data in any manner or form, publish the works if it was unpublished, perform or broadcast the works in any manner, cause the works to be transmitted in a diffusion service, make an adaptation of the works, or do in relation to an adaptation of the works any of the acts specified above;

The licensee will permit Medprax or its duly authorised agent or representative on reasonable notice and during normal business hours to inspect and audit the licensee's premises to confirm compliance with the agreement. The licensee acknowledges Medprax as the source of the electronic medical data which it is, in terms of this agreement, permitted to use or reproduce in any manner whatsoever. No transaction related to any of the copyrighted works, or any electronic medical data comprised therein, may be entered into by the licensee with a third party.

INTELLECTUAL PROPERTY RIGHTS The licensee acknowledges that any and all of the intellectual property used or embodied in or in connection with the electronic medical data including any documentation and/or manuals relating thereto are and shall remain the property of Medprax and the licensee shall not during or after expiry or termination of this agreement in any way question or dispute the ownership thereof by Medprax. The intellectual property rights shall remain the sole property of Medprax. The licensee acknowledges that the copyright, trade marks and other rights belonging to Medprax may only be used by the licensee with the agreement of Medprax as contained in this agreement. Upon expiry or termination of this agreement the licensee shall immediately cease to use the intellectual property, without any right of compensation for such seizure. The licensee shall not during or after the expiry or termination of this agreement without the prior written consent of Medprax use or adopt any trade mark, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by Medprax. The licensee shall indemnify Medprax fully against all damage, patrimonial or nonpatrimonial in nature suffered as a result of this clause by the licensee or any of its clients.

Medprax warrants that, to the best of its knowledge, the data does not infringe upon or violate any intellectual property rights of any third party.

BREACH AND TERMINATION Without prejudice to any other remedies which either of the parties may otherwise have in terms of this agreement or at law, Medprax shall be entitled to terminate this agreement forthwith by written notice to the licensee in the event that: the licensee infringes the intellectual property rights of Medprax; the licensee is sequestrated or is liquidated or is placed under judicial management, whether provisionally or finally and whether voluntarily or otherwise; the licensee commits any other breach of the terms and conditions of this agreement. The licensee shall if it receives information concerning any infringement or threatened infringement of any right of copyright in the data by any third party, immediately provide Medprax with full details thereof in writing. The licensee shall, when called upon to do so by Medprax, provide all reasonable information, materials, co-operation and/or assistance to Medprax to enable Medprax to take any action contemplated in clause 7.3. Medprax shall exercise control over all proceedings relating to such rights of copyright and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the copyright. Medprax shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the copyrighted works. The licensee shall immediately upon termination of the agreement return to Medprax, all copies of the electronic medical data, the copyrighted works and any derived products, and any and all extracts from the electronic medical data or versions of the electronic medical data in possession or under control of the licensee. Immediately upon receipt of any updated version of the electronic medical data, the licensee shall return any superseded version of the electronic medical data in the possession or under control of the licensee to Medprax. It is recorded that ownership of any and all electronic medical data remains exclusively with Medprax. In the event of Medprax committing a material breach of any of the provisions of this agreement and should Medprax fail to remedy such breach within 14 (FOURTEEN) days after receiving written notice from the licensee requiring Medprax to do so, the licensee shall be entitled to cancel this agreement or claim specific performance of all Medprax's obligations, whether or not due for performance, without prejudice to the licensee's other rights in law, including the right to claim damages, subject to the limitation of liability provisions below.

DOMICILIUM The parties select the addresses appearing on the application form as their domicilium citandi et executandi and at which address all notices and other communications must be delivered and received for the purposes of this agreement.

ENTIRE AGREEMENT AND VARIATIONS This agreement constitutes the whole agreement between the parties and supersedes all prior verbal or written agreements or understandings or representations by or between the parties regarding the subject matter of this agreement and the parties will not be entitled to rely, in any dispute in this agreement, on any terms, conditions or representations especially contained in this agreement. No variation of or addition to this agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the parties. Neither party to this agreement has given a warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this agreement.

The licensee shall not be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this agreement, in whole or in part, to any other party or person.

RELAXATION No indulgence, lenience or extension of a right which either of the parties may have in terms of this agreement, and which either party may grant or

show to the other party, shall in any way prejudice the granter, or preclude the granter from exercising any of the rights that it has derived from this agreement, or be construed as a waiver by the granter of that right.

WAIVER No waiver on the part of either party to this agreement of any rights arising from a breach of any provision of this agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

SEVERABILITY In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

GOVERNING LAW The validity and interpretation of this agreement will be governed by the laws of the Republic of South Africa.

LIMITATION OF LIABILITY Medprax accepts no responsibility for any loss or damage suffered as a result of the reliance upon the information as contained in the electronic medical data. Without limitation to the foregoing, the electronic medical data does in no way constitute any form of medical advice and no warranty is given as to the accuracy or completeness of the information provided. Medprax will in no circumstances whatsoever be liable for punitive, exemplary, special, indirect, incidental or consequential damages or for lost revenue, profits, business or goodwill sustained by the licensee, whether or not caused by the negligence of Medprax, its agents or employees or arising out of any use of the electronic medical data by the licensee. Medprax gives no warranty as to the rights herein licensed and does not give any warranty as to whether or not the licensee will directly or not infringe the rights of any third party. The licensee hereby indemnifies Medprax against any claims arising from the supply or use by the licensee of the electronic medical data.

LICENCEE TO INITIAL _____



Medprax Electronic Script Application

Free of charge to all Medprax subscribers

**Easy to use e-Scripting software
and
Pharmaceutical Product Browser**

How does it work:

1. Enter patient name and surname
2. Choose medicine – type or choose from dropdown list.
3. View or compare Generic equivalents and prices.
4. Add ICD 10 codes from dropdown list
5. Save chronic scripts and reprint on repeat visit
6. Print and sign

Additional Features:

- Free standing, independent application
- Your current patient database can be imported
- Interactive help screen guiding you step by step writing a script
- Reprint all chronic scripts on follow up visits
- Default dosages allocated to scripted products
- View and compare Generic and Therapeutic equivalents on price and active ingredients
- View SEP and nappi code of all products scripted
- View total cost of script to the patient
- Also includes "Product Search Engine"
 - § Search for products by name and view product detail such as Nappi code, price, active ingredients and classification.
 - § Search for products by Active ingredients
 - § Search and view Generic and Therapeutic equivalents.

Starts using this application today download now from
www.medprax.co.za

Call us on (031) 904 9200 with queries or e-mail us: info@medprax.co.za

Important notice:

This free standing, independent software will enable you to rapidly write an e-script, look up product information and print. It does not interface or interact with your current PMA or software and is not a substitute for your Practise management system. It is purely a value add to your current Medprax benefits.



Optional Bluebird Service Application Form

Bluebird is a free of charge service which enables you to check your laboratory results online from any computer anywhere in the world

*There are **no costs** to the end user associated with this browser based service.*

*Simply complete the form and **fax it to 0866 70 80 74** and a username and password will be sent to you by sms.*

Initials _____ Surname _____ (please print)

HPCSA No. _____ Practice Number. _____

Practice Phone _____ Cel Phone. _____

Email address _____

Which Laboratory service/s do you use? _____

Responsibility for patient privacy.

Access to a doctor's private patient information is controlled by an Account Name and Password. Unauthorized use of your Account Name and Password could jeopardize the privacy of patient information. The safekeeping and protection of the Password and Account Name is your responsibility. By signing this form you agree to be solely responsible for the safekeeping and protection of that password and any use thereof and you indemnify IntelMS (Pty) Ltd and hold it harmless against any claim or action by any party arising from unauthorized access to your practice and / or patient information.

Because IntelMS (Pty) Ltd takes the confidentiality of patient information very seriously any physician utilizing our service also agrees to the following:

- 1) To ensure the confidentiality of the Password at all times, and to ensure that the Account Name and Password are adequately safeguarded and neither easily accessible nor disclosed to anyone other than trusted medical staff under your direct supervision.
- 2) To ensure, when using any public computer, that, after logging out of Bluebird's web service, the browser application is closed.
- 3) To ensure that any medical staff to whom you give access understand and accept their responsibility in relation to the protection of patient privacy particularly as far as the protection and safeguarding of passwords and public computer access are concerned.
- 3) To read and accept the terms of the license agreement (particularly the portion concerning patient confidentiality) presented upon accessing the service.
- 4) To change the initial password issued by IntelMS (Pty) Ltd via sms on first access to the service (failing which access to data may not be allowed) and to inform IntelMS (Pty) Ltd by phoning 0861 629 329 or emailing support@bluebird.co.za, and thereafter to change the password with reasonable frequency.

Signature Subscriber: _____ Date: _____

If you have Partners/ Associates who would like to access their results on your account then your Partners/Associates must complete and sign this section.

Partner's / Associates details:

Initials _____ Surname _____ (please print)

HPCSA No. _____ Practice No. _____

Practice Phone. _____ Cellular Phone _____

Email address _____

I hereby instruct Bluebird to arrange for my clinical reports (especially pathology reports) to be forwarded to the above Bluebird Web Account:

Partner/ Associate's Signature: _____ Date: _____