

## IMPORTANT INFORMATION

Please complete this form to join the Prime Cure Optometry Network, which is applicable to all Prime Cure and additional managed plans.

You must submit supporting documents with your application.

Supporting Documents	Tick if included with your application
Certified copy of your identity document	<input type="radio"/>
Proof of banking details e.g. stamped bank letter	<input type="radio"/>
Copy of HPCSA registration	<input type="radio"/>

## Principal Provider's information

Practice name: \_\_\_\_\_

Are you affiliated to the IPA?  Yes  No \_\_\_\_\_

Individual practice number: \_\_\_\_\_

Doctor's ID number : \_\_\_\_\_

Group practice number (if applicable): \_\_\_\_\_

## Details of partners/associates/permanent locums

(Complete this only if the person wishes to join the Network or practises under the principal doctor's practice number)

Full Name	Practice Number	ID Number

## Practice Details

Physical address: \_\_\_\_\_  
 \_\_\_\_\_ Postal code: \_\_\_\_\_

Postal address: \_\_\_\_\_  
 \_\_\_\_\_ Postal code: \_\_\_\_\_

Practice contact number: \_\_\_\_\_ Additional contact number: \_\_\_\_\_

Practice email address: \_\_\_\_\_

Accounts email address: \_\_\_\_\_

Administration email address: \_\_\_\_\_

Name of practice manager: \_\_\_\_\_

## Business hours

Mon - Fri  Sat  Sun  Public holidays

## Satellite practice

Address of first satellite practice: \_\_\_\_\_  
Postal code: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Address of second satellite practice: \_\_\_\_\_  
Postal code: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Do you support Kaelo in its commitment to cost-effective treatment choices where appropriate?:  Yes  No

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

Please return completed form to [provider.loading@primecure.co.za](mailto:provider.loading@primecure.co.za)

## 1. BANKING DETAILS

I/We declare that the details on this Banking Verification form are correct and may be used by Prime Cure for reimbursement of valid claims. I/We authorise Prime Cure to pay any amounts which accrue to the stated practice to the credit of the stated provider's account into the mentioned bank account.

Account Holder: \_\_\_\_\_

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

Account Number: \_\_\_\_\_

Account Type:  Transmission  Cheque  Savings

Initials and Surname: \_\_\_\_\_

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

## 2. RECORDAL

- 2.1 I, the aforementioned and undersigned participating provider, hereby contract with Kaelo Prime Cure to service the aforementioned benefit options of Kaelo Prime Cure Healthcare, under the terms, conditions and provisions set out in this agreement. Kaelo Prime Cure hereby invites the aforementioned and undersigned participating provider, to take part in the agreement with Kaelo Prime Cure.
- 2.2 Kaelo Prime Cure wishes to establish a Network of general practitioners to provide primary healthcare services to the beneficiaries of all the medical scheme and insurance plans and options and hereby contracts the aforementioned and undersigned provider, to provide such services pursuant to the terms and conditions of this agreement.

Provider Name	Option
Anglo Medical Scheme	Value Care Option
Suremed Health Medical Aid Scheme	Explorer
Suremed Health Medical Aid Scheme	Shuttle
Kaelo Health	My Health Plus - SI
Kaelo Health	My Health Plus
Kaelo Health	My Health Core
Kaelo Health	My Health Vital
Kaelo Health	My Health Access
Kaelo Health	Accident cover
Flexicare	Flexicare
Flexicare	Flexicare Plus
Flexicare	Corporate
Lion Health	Lion Health Day to Day
Dis-Chem Health	Dis-Chem Health Core
Dis-Chem Health	Dis-Chem Health Plus
Dis-Chem Health	Dis-Chem Health Accident Cover

Link to website to view comprehensive list of medical schemes and insurance options:  
<https://www.primecure.co.za/schemes-and-administrators/>

### 3. INTERPRETATION

- 3.1 "Beneficiaries" means the principal member or dependant as defined in the Act, who have subscribed to the aforementioned benefit options of Kaelo Prime Cure and have to receive their primary healthcare services at a participating provider.
- 3.2 "Confidential information" means any and all information, methods and processes used in respect of the business of either party, including without limitation, patents, patent applications, trademarks, trade secrets, designs, copy rights, specifications and know-how, and/or financial information and methods, including information regarding patients records acquired either directly or indirectly by either party or any other party or person.
- 3.3 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to -
- (a) information relating to the race, gender, pregnancy, marital status, national, ethnic or social origin, sexual orientation, age, physical or mental health, well-being, disability, religion, belief, culture, language and origin of the person;
  - (b) information relating to the education or the medical, financial, criminal or employment history of the person;
  - (c) any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assigned to the person;
  - (d) the biometric information of the person;
  - (e) the personal opinions, views or preferences of the person;
  - (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
  - (g) the views or opinions of another individual about the person; and
  - (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person
- 3.4 "Effective date" means the date on which a contract takes effect or becomes operative & enforceable;
- 3.5 "Benefit exclusions" means the services that are not stipulated in Kaelo Prime Cure's provider manuals;
- 3.6 "Month" means a month as per the lunar calendar, commencing on the first day of such month and ending on the last day of such month;
- 3.7 "Participating provider" means any general practitioner who has entered and remains a party to an agreement with the Scheme for the provision of primary healthcare services to the beneficiaries.
- 3.8 "Payment Hold" means that payments to be made in good faith for services rendered will be put on hold during the period of an investigation/Forensic audit which has no predetermined length of time in days.

## 4. DURATION AND TERMINATION

- 4.1 This agreement will become effective on the day this contract is signed by the parties and will remain in force indefinitely, subject to the provisions of this Clause 4. If you are an existing provider, the terms and conditions of this agreement will replace any previous agreement between the parties and will apply in respect of any existing and new claims submitted to Prime Cure.
- 4.2 The parties to this agreement consent that any of the parties may terminate this agreement at any time, by giving thirty days' written and signed notice to the other parties, failing which this agreement will continue in force indefinitely, but with the following provisos:
- 4.2.1 The provider's participation in the agreement may be summarily terminated at the discretion of Kaelo Prime Cure, rendering it impossible for the provider to provide unfettered services to the beneficiaries of the aforementioned benefit options.
- 4.2.2 From time to time changes to this agreement may become necessary, including but not limited to the annual determination of fees for the following year. The provider will be informed by Kaelo Prime Cure of such changes as well as the deadline by which the Scheme must receive notice of termination should the provider wish to terminate the contract as a result of the proposed changes, failing which the provider will be deemed to have elected to accept the changes and continue with this agreement. That agreement may be terminated/suspended with immediate effect by Kaelo Prime Cure if –
- 4.2.3
- The provider is convicted of any crime; or
  - The provider is found guilty by the HPCSA and/or paid an admission of guilt fine to the HPCSA in relation to irregularities with billing or accounts rendered to Kaelo Prime Cure or its beneficiaries; or
  - An investigation was concluded by the Kaelo Prime Cure forensic auditors and prima facie evidence of a white collar crime was obtained; or
  - The provider abuses coding (including but not limited to up-coding and unbundling and optimisation). Kaelo Prime Cure ascribes to the South African Medical Association Medical Doctors' Coding Manual (MDCM).
- 4.2.4 The provider does not conform/comply to the points mentioned in Section C of Annexure B.

## 5. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

- 5.1 The rights and responsibilities of the parties are set out in the various annexures to this agreement.

## 6. BANKING DETAILS OF THE PROVIDER

- 6.1 The participating provider bears the responsibility to ensure that the correct and latest banking details are registered with Kaelo at all times.

## 7. COUNTERPARTS

- 7.1 This agreement may be signed by the parties in counterparts, whether by way of email or otherwise, and each signed copy will be deemed to be an original.

## 8. NON-VARIATION

- 8.1 No agreement to vary any of the provisions of this Agreement or to cancel it will be effective unless made in writing and signed by the parties.

## 9. ANNEXURES

- 9.1 The following annexures form part of this agreement:
- 9.1.1 Annexure A - Fees payable to providers by Kaelo for beneficiaries on the aforementioned benefit options
- 9.1.2 Annexure B - Responsibilities of the provider
- 9.1.3 Annexure C - Responsibilities of Kaelo
- 9.1.4 Annexure D - POPIA.
- 9.1.5 Annexure E - Consent to share personal Information

Signed on behalf of Kaelo Simply Healthcare

Signed at Wanderers on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Duly authorised thereto

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

Signed by the **participating provider (doctor)**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Participating Provider's Signature

Return together with initialled annexures to [provider.loading@primecure.co.za](mailto:provider.loading@primecure.co.za)

## A. FEES PAYABLE TO PROVIDERS BY KAELO

## ANNEXURE A

- The fees payable by Kaelo to contracted providers in terms of this agreement constitute an offer from Kaelo to contracted providers which the contracted provider is free to either accept by entering into this agreement or reject. The fee offered by Kaelo to contracted providers will be reviewed annually and will apply from 1 January of the year to 31 December of the same year.

### 1.1 Lenses:

**PLEASE NOTE:** Low prescription lenses are not covered. Benefit authorisations are subject to the rules of the Scheme and primary healthcare options, and to the qualifying norms for lens scripts being met. If spectacles are **not** authorised, **R552.91** will be paid for the **optometric examination**. If spectacles are authorised, the total amount payable to the optometry service provider as indicated above, **includes** the fee payable for the optometric examination. If **only an optometric examination** is required, the fee payable to the service provider is **R552.91**.

The fees mentioned above are confidential. The fees do not constitute the retail value of benefits and should not be presented to beneficiaries as such. Neither are the fees for service a **contribution to the cost of benefits**. The fees serve to cover the entire benefit package as mentioned above, as per this agreement. Note that the retail value of the benefits exceeds by far the fees payable as noted above.

Tariff Code	Tariff	Description
11001	R552.90	Optometric examination only (excluding frame and lenses)
11041	R197.92	Consultation (15 minutes) without performing an optometric examination
80021	R296.99	SV high power lenses (once-off total cost contribution if required)
93200	R972.68	SV inclusive of optometric examination, frame and clear CR39 lenses
93300	R1504.06	BF inclusive of optometric examination, frame and clear CR39 lenses
93400	R2500.00	VF inclusive of optometric examination, frame and clear CR39 lenses (Suremed Shuttle Plan only)

- Please note that claims may be rejected in the event that incorrect tariff codes are used, or the beneficiary's membership is no longer active at the date that the claim is being submitted. This may be the case regardless if prior authorisation was given for the treatment or if there has been a subsequent change in membership status. Providers are advised to verify the beneficiary's membership status at the time of submitting a claim by logging on to the Provider dashboard. In the event that a claim is rejected, it will be the responsibility of the provider to approach the policyholder for payment and Kaelo Prime Cure will not be liable to the provider in the event of a claim being rejected.
- The contracted provider has the right to accept or reject the new fee structure and in the case of rejection, can terminate his/her participation in the contract.
- Balance billing, although acceptable, does not form part of this agreement and is not permitted.
- Split billing is unethical in terms of the HPCSA.
- This agreement substitutes any previous agreement that the contracted provider may have entered into directly or indirectly with the beneficiary.
- Procedures for which there are no benefits or where the benefits have been exhausted may be offered as a service by the provider, however, the beneficiary will be liable for the payment. Comprehensive eye test and consultation, including at least a visual evaluation, binocular optical correction as well as pathology and optometry screening of the eye. Diagnosis of the aforesaid and responsibility for the diagnosis taken. Written referral to an ophthalmologist, where prescribed.
- Where we have paid claims to you and it is established that the claims were not due to you, we have the right to recover such monies from you, or to recover this from any future claims due to you.

## B. DESCRIPTION OF BENEFIT PACKAGE AND OPTOMETRY MANUAL BENEFIT

- OPTOMETRIC EXAMINATION**  
Comprehensive eye test and consultation, including a visual evaluation, binocular optical correction as well as pathology and optometry screening of the eye. Diagnosis of the aforesaid and responsibility for the diagnosis taken. Written referral to an ophthalmologist, where prescribed. Dispensing of spectacles. Adjustment of the frame, where required. Diagnosis taken. Written referral to ophthalmologist, where needed. Dispensing of spectacles. Adjustment of frame, where required.
- OPTICAL FRAME**  
A selection of at least **20 different fashion metal and fashion plastic frames** to be on display at all times in the practice. Frames to have flexi-temple. Frames to be guaranteed for at least one year against manufacturing defects. Suggested retail value of frame: R350.  
**SPECTACLE LENSES**  
SV clear CR39 **OR** BF Flat Top clear CR39. Lenses cut and fitted to the frame chosen.
- Should a beneficiary exhaust his or her benefits and Kaelo is therefore no longer responsible for paying any claims, the financial provisions of this contract will be deemed to be in abeyance until the start of the next benefit year commencing on 1 January.
- In such cases the beneficiary is responsible for the payment of all further services and the provider and the beneficiary must make mutually acceptable arrangements as to the quantum of fees to be charged and how payment is to be made.
- PMBs: Notwithstanding that this agreement is subject to Regulation 8 of the Medical Schemes Act, Act 131 of 1998 ("the Act"), payment for Prescribed Minimum Benefits (PMBs), as defined in the said Act and the regulations thereto, will be made at the rates set out in this Annexure A.

### RESPONSIBILITIES OF THE PROVIDER

#### A. GROUP RESPONSIBILITIES

##### 1. GROUPS

- 1.1 Before a group can be registered on the Network, all associates / partners / members / directors must complete and sign a copy of the agreement.
- 1.2 It remains the group's responsibility to ensure that all new associates / partners / members / directors / Treating providers of the group are registered on the Network whenever there are structural changes in the group.
- 1.3 The group mutually agrees that during the existence of this agreement a nominated signatory may be appointed by the group who will be permitted to sign and enter into this agreement on behalf of all the partners/ members/ associates or directors where one of the members are not available to sign and enter into this agreement due to e.g. business commitments outside the borders of South Africa etc. and therefore not to delay the registration onto the Network.

The details of such nominated signatory(ies) provided below:

#### B. CLINICAL RESPONSIBILITIES

##### 1. MEDICINES

- 1.1 Where beneficiaries should require acute medication to be prescribed, they must be referred to a Prime Cure contracted General Practitioner. Medication may only be prescribed according to the Prime Cure approved formulary. When beneficiaries wish to insist on medication outside of the approved formulary, costs thereof are the beneficiary's liability.

#### C. GENERAL RESPONSIBILITIES

- 1.1 Authorised benefits must be provided to beneficiaries without co-payment. A selection of at least 20 of the specified frames (please refer to section C point 1) is to be displayed at all times, and offered to Prime Cure Option beneficiaries. Frames must carry a manufacturer's guarantee of twelve months. If beneficiaries wish to upgrade from the specified frame, a discount should be given on the more expensive frame.
- 1.2 If spectacles are not authorised, PRIME CURE will pay for the optometric examination. Beneficiaries are not liable for any co-payments on the optometric examination.
- 1.3 Enhancements / Extras not included in the benefit (e.g. PGX tints, fixed tints, coatings, and multifocal lenses) may be sold to beneficiaries. Beneficiaries pay for such enhancements/ extras and should be informed as such, unless the enhancements / extras are authorised by Prime Cure as benefits.
- 1.4 Through the payment of fees, the Scheme expects the general practitioner -
  - To be appropriately registered with the HPCSA/PCNS(BHF) to submit claims under the aforementioned Billing Practice/Treating Practice number and have medical indemnity cover;
  - To provide clinically appropriate and cost-effective treatment to members and policyholders;
  - Where clinically indicated, to operate within the relevant scheme's protocols, formularies and referral processes, and Scheme's benefit structures;
  - To ensure that Kaelo Prime Cure is provided with all relevant documentation, for example dispensing license (for primary provider and/or additional treating providers stipulated on this document) and kept updated on changes in this document.
  - To treat all patients with dignity and respect, and to put their interests first;
  - To maintain a clean, safe and appropriately equipped facility;
  - To raise any concerns or direct any complaints to your allocated Managed Health Care Liaison Manager timeously;
  - Submit all claims in the prescribed format electronically to the prescribed destination code on the relevant tariff codes, ICD-10 codes as per the applicable legislation;

- To formally verify that the patient's ID and or date of birth matches his/her membership details;
  - To bill according to the agreed fee and to undertake not to balance bill or charge members any additional fees outside this agreed fee structure for the services covered by the Kaelo Prime Cure option scheme benefits;
  - To timeously communicate any changes in practice or relevant information to Kaelo Prime Cure prior to any change;
  - To obtain the necessary authorisation where applicable according to the Kaelo Prime Cure protocols;
  - To utilise the Provider dashboard portal to verify membership and obtain authorisation
  - By signing this contract, the service provider agrees to the practice being subject to regular forensic reviews. All provider and membership accounts in question will need to be submitted and will be audited and profiled as per Kaelo's internal review processes. The provider warrants that it will obtain the relevant consent from affected beneficiaries to share their personal information in accordance with annexure E below.
  - The audit process would include:
    - o Assessing claims for potential over servicing.
    - o ICD 10 codes matched against treatment and procedures.
    - o Pre-authorisation
    - o Duplicate claims
    - o Potential fraudulent claims
    - o Such claims will be flagged and reversed pending investigation with consultation with the providers.
    - o Kaelo Health reserves the right to withhold payment if the provider is flagged as non-compliant based on Forensic audit findings where it is deemed that the primary party is in breach of his/her contractual agreement with Kaelo Simply Healthcare.
    - o In the case that the provider has been deemed to be in breach, we reserve the right to suspend or terminate the provider with immediate effect, considering the findings.
  - A profiling system will be developed and peer review, peer management and peer mentorship will commence in the first year of the agreement.
- 1.5 As the product provider responsible for overseeing the services rendered to the beneficiaries, Kaelo Prime Cure will from time to time require access to the Personal Information pertaining to beneficiaries. Such Personal Information is required in order to enable Kaelo Prime Cure to conduct regular forensic reviews as referred to in 1.1 above. The provider undertakes to obtain consent from the beneficiary to share such personal information, in the form and manner as prescribed in Annexure E. A copy of such consent must be available at all times on request by Kaelo Prime Cure. Should such consent not be available, it will be the responsibility of the provider to obtain such consent from the beneficiary (member/policyholder).
- 1.6 If you are employed in the Public Sector, no claims will be paid if you do not have approval in terms of the relevant Remunerative Work Outside Public Service Policy. Where your claims exceed the number of hours of your approval, such claims will not be paid. Where we have paid any claims that are not due to you in terms of the aforementioned, we reserve the right to claim such funds back from you. We further reserve the right to verify any information provided by you regarding your approval to render remunerative work outside of public service.

## D . PRESCRIBED PROCEDURES FOR SERVICE PROVIDERS

### 1. AUTHORISATION AND CLAIMS PROCEDURES

Contact PRIME CURE call centre on telephone number (0861) 665-665. Please follow the prompts.

Call centre checks, verifies and confirms membership validity and benefit eligibility.

Call centre advises on medical aid benefits available, ambit of benefits and service sites, if requested.

Consultations are pre-authorised telephonically by way of an authorisation number. Optometry service providers will be supplied with a blank copy of a PRIME CURE consultation and authorisation form, to be re-used and completed for each beneficiary after consultation.

All scripts must be shown on the completed PRIME CURE consultation and authorisation form and submitted for authorisation and approval **within 72 hours from date of service**, by email or by fax. Kindly note that the beneficiary consulting must countersign the consultation and authorisation form during the consultation. PRIME CURE will confirm the final authorisation by by email or by fax, showing the authorisation details. Spectacles may not be dispensed before PRIME CURE has approved the script, unless members elect to pay for the spectacles themselves. Prime Cure Consultation and Authorisation form is a confidential medical record and reporting document which is captured in Prime Cure's IT management system and filed. Completed and signed Prime Cure Consultation and Authorisation forms should be submitted either by email to optical@primecure.co.za or to the fax number (0866) 428-249.

Prime Cure undertakes to **confirm** final authorisations to optometry service providers within 1 (one) working day from receipt of the completed Consultation and Authorisation form, either by email or fax. Optometry service providers are to ensure that Prime Cure remains notified of their correct email address or fax number.

**Claims may not be submitted before Prime Cure has confirmed the benefit authorised in writing. This will obviate the unnecessary rejection of claims.**



1. When claiming, it must be ensured that the date of service and the date of authorisation are the same.
2. Submission of claims and enquiries:  
ELECTRONICALLY only via the following systems or switches:

System	Destination Code	System	Destination Code
QEDI	642P	Lenasia Computers	Prime Cure
Mediswitch	642P	Medilink	Prime Cure
Health Bridge	642P	EMD	642P

Where spectacles were authorised, a copy of the applicable lab order must be kept available in the practice should it be required for audit or other purposes. The details of the beneficiary (i.e. membership/policy number and Prime Cure authorisation number), must be indicated on the lab order.

Please again note that when submitting the claim, the date of service and the authorisation date reflected on the Prime Cure system must be the same.

For enquiries on or submission of claims for authorised benefits older than 120 days, email detailed invoice and proof of earlier submission to [correspondence@primecure.co.za](mailto:correspondence@primecure.co.za). The subject line of the e-mail should contain the following: medical aid/policy number; practice number; short description of enquiry.

For any other complaints, send a detailed explanation of the complaint to [Networkescalations@primecure.co.za](mailto:Networkescalations@primecure.co.za). The subject line of the email should be the practice name and number and the body must contain the following: short description of enquiry and membership details if based on a member.

### RESPONSIBILITIES OF KAELO

1. Kaelo will create a list of participating doctors, together with their contact details and the physical addresses of their practices;
- 1.1 This list will be updated within 5 working days of receiving the information of a newly registered participating doctor;
- 1.2 An updated list will be published on the Kaelo website for use by the beneficiaries;
2. Kaelo will also be responsible for all aspects related to Network management, including but not limited to the following modalities: joint communication, agreement support, dispute resolution, contract breach and ongoing education of participating providers;
3. Kaelo will inform the participating provider of any changes in Scheme rules pertaining to the benefit options;
4. Kaelo will provide an electronic doctor's guide, which includes the authorisation and referral processes;
5. Kaelo will pay the participating provider for all valid claims within a period of 30 days from date of receipt of the claims by electronic fund transfer into the provider's account.
- 5.1 Prime Cure Health will pay for authorised benefits. Stale claims will not be paid unless documentary proof is furnished confirming submission of the claim within the prescribed submission period of 4 months (120 days) from the date of service;
6. To reimburse you at the agreed negotiated fee;
7. To endeavour to move towards seamless, effective and efficient interactions with your practice;
8. To allocate a specific MHC (Managed Healthcare) Liaison Manager to your practice for purposes of training and assisting your personnel on the claims processes as well as other Kaelo Prime Cure processes and protocols. To endeavour to move towards seamless effective and efficient interactions and query resolution processes that can be addressed directly with your MHC Liaison Manager.
9. To follow a fair/equitable process in the establishment of the Kaelo Prime Cure Network, with an ethos of creating and maintaining sustainable partnerships;
10. To follow a communication strategy to ensure that service providers are regularly communicated to and provided with any relevant updates with regards to any Network related requirements and processes;
11. To confidentially discuss and resolve any queries, complaints and concerns that you might have as our valued service provider;
12. To promote your practice (this may include listing your practice on the website or lists to be distributed to be distributed to scheme members/policyholders).

### POPIA

This POPIA Annexure (the "Annexure") forms an Annexure to the service agreement entered or to be entered into between Kaelo and the Service Provider (the agreement entered or to be entered into between Kaelo and the Service Provider and all annexures and/or addendums thereto hereinafter collectively the "Main Agreement").

This Annexure is therefore incorporated in the Main Agreement and should be read with the provisions of the Main Agreement. Should any conflict arise or inconsistencies exist between the provisions of the Main Agreement and this Annexure, then the provisions of this Annexure will prevail.

1. In this Agreement,
  - 'operator' means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of the responsible party. For the purposes of this Agreement, the operator is the Service Provider;
  - 'personal information' means any information about a living human being or existing juristic person provided that someone is capable of identifying them from that information;
  - 'POPIA' means the Protection of Personal Information Act 4 of 2013;
  - 'processing' means doing anything with personal information, including gathering it, disclosing it, or combining it with other information;
  - 'responsible party' means the person who determines the purpose of and means for processing personal information. For the purposes of this Agreement, Kaelo is the responsible party;
2. The Service Provider will comply with all applicable data protection laws, rules, codes, and standards.
3. The Service Provider will only collect, disclose, use, or otherwise process personal information in accordance with Kaelo Prime Cure's lawful and reasonable instructions.
4. The Service Provider must establish and maintain security measures to secure the integrity and confidentiality of any personal information that it processes for Kaelo Prime Cure and will follow the requirements in section 19 of POPIA.
5. The Service Provider agrees to indemnify, defend, and hold Kaelo, those related to Kaelo, and personnel of Kaelo, harmless from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to the Service Provider failing to comply with its obligations under this clause.
6. The Service Provider will take all reasonably necessary steps to prevent any personal information from being accessed by an unauthorised third party. This means the Service Provider will not process any personal information unless they have implemented and maintain security measures that ensure the confidentiality, integrity, and availability of the personal information in terms of generally accepted information security practices and procedures. The Service Provider must implement the following technical and organisational security measures as a minimum standard of protection:
  - compliance (and ensure that its personnel comply) with Kaelo's data protection and information security policies and procedures;
  - information security management systems;
  - physical security;
  - access control;
  - encryption during transmission across any publicly accessible Network;
  - awareness, training, and security checks for their personnel;
  - incident response management;
  - business continuity;
  - audit controls; and
  - due diligence.
7. The Service Provider will not process the personal information for any purpose other than to provide the goods or services in this Agreement. Kaelo may provide written consent to use it for another purpose.
8. The Service Provider will keep all personal information it receives confidential and will not (or allow anyone else to) disclose it for any purpose other than for performing their contractual obligations in terms of this Agreement or as otherwise allowed in terms of the law, regardless of whether they received it before or after the effective date of this Agreement.
9. The Service Provider will ensure that any third parties they have engaged to provide services on their behalf, that require them to process Kaelo's personal information, enter into confidentiality agreements on terms no less stringent than the terms of this Agreement.

11. The Service Provider will immediately notify Kaelo's information officer where there are reasonable grounds to believe / when the Service Provider becomes aware that personal information processed by the Service Provider for Kaelo has been accessed or acquired by any unauthorised person ('the incident').  
The Service Provider will:
  - cooperate with Kaelo at all times,
  - follow Kaelo's instructions regarding the incident, and
  - let Kaelo perform a thorough investigation into the incident, formulate a correct response and take suitable additional steps in respect of the incident.
12. The Service Provider will help it comply with any valid requests it receives for access to personal information. The Service Provider will notify Kaelo if Service Provider receives any requests for access to personal information and will follow Kaelo's related instructions.
13. The Service Provider must immediately comply with any Client request or instruction requiring the Service Provider to correct, transfer, destroy, delete or otherwise process the Personal Information, or to stop, mitigate or remedy any unauthorised processing. The Service Provider must promptly provide written confirmation of such compliance to the Client following receipt of the Client's request or instruction.
14. The Service Provider will bind its personnel and contractors with appropriate confidentiality and non-use obligations in relation to any personal information.
15. Kaelo (or its customers) will own all personal information that is processed related to this Agreement.
16. The Service Provider (or any Subcontractor) must not transfer, Process or otherwise process Personal Information outside the Republic of South Africa without obtaining the Client's prior written consent.
17. The Service Provider will have a disaster recovery facility and plan and make it available to Kaelo on request. In the event of a disaster, the Service Provider will implement the disaster recovery plan.
18. The Service Provider may only subcontract its rights or obligations relating to the processing of personal information for Kaelo with the prior written consent of Kaelo. If it does, it will conclude a written agreement with the subcontractor, which imposes the same obligations in relation to the processing on the subcontractor as are imposed on the Service Provider under this Agreement. If the subcontractor fails to fulfil its obligations under the subcontractor agreement, the Service Provider will remain fully liable to Kaelo for the fulfilment of its obligations under this Agreement.
19. The Service Provider will permit Kaelo to initiate independent audits to determine compliance with this Agreement. The Service Provider will grant Kaelo (or its appointed representative) access (and give necessary assistance) to inspect, audit, and review. The Service Provider will also give Kaelo or allow Kaelo to take copies of all paper and electronic documents, records, and logs of the Service Provider's relating to the processing of personal information.
20. At the end of this Agreement, the Service Provider will give back all personal information that it has to Kaelo. If Kaelo agrees to, Service Provider may destroy the personal information it has and provide Kaelo with a certificate of destruction on Kaelo's request.
21. The Service Provider will, at its cost, take out and maintain adequate insurance cover to meet any liability under this Agreement with a reputable insurance company to be approved by Kaelo in writing. If Kaelo asks for it, the Service Provider will produce proof:
  - that the insurance policy exists.
  - that it is paying all premiums; and
  - that the insurance policy is in full force and effect.
22. The Service Provider will remain liable to Kaelo for any loss or damage caused to Kaelo because of the Service Provider providing the goods or services, or a breach of any Service Provider warranties, which is not recoverable from the insurer or which Kaelo suffers or incurs because of no or insufficient insurance cover for any reason. The insurance cover will prohibit the substitution of another party without the written consent of the insurer and Kaelo.
23. If the Service Provider breaches this clause, Kaelo may regard it as a material breach of the Agreement.
24. The Service Provider warrants that it will comply with all its obligations under this clause.
25. The termination, cancellation, or expiry of this Agreement will not affect the enforceability of the terms in this section that are intended to operate after expiry or termination.

Both parties agree to a written termination notification of 30 days or one calendar month.

**CONSENT TO SHARE INFORMATION (To be completed by Kaelo policyholders)**

**ABOUT YOU ("THE BENEFICIARY")**

Name: \_\_\_\_\_  
Identity Number: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

**CONSENT TO SHARE INFORMATION**

I am aware that Kaelo Prime Cure, the product provider oversees the rendering of services provided to me in terms of my policy. Kaelo Prime Cure will need access to my Personal Information, as set out below, in order to conduct clinical audits and reviews to monitor the services rendered by the provider to me.

I hereby consent that my doctor may share my Personal Information with Kaelo Prime Cure for such purposes, or until I otherwise revoke my consent in writing.

**PERSONAL INFORMATION**

Personal Information will include the following information on the beneficiary, in respect of the Policy, and services rendered in terms of the Policy:

Biographic	Membership number, date of birth, ID number, telephone number, physical, postal and email address.
Financial	Banking details, premiums paid, contribution and tax certificates.
Benefit	Information pertaining to your membership/benefit status and other information. Subject to your policy.
Medical	Current medical information and history i.e. chronic conditions, hospital procedures, health record, claims details and history etc. as it pertains to your policy.

**WE WILL KEEP YOUR PERSONAL INFORMATION SAFE**

However, we will not be responsible for any loss as a result of using the information set out in this form. We will keep your information safe and only for the purposes set out in this form.

**SIGNATURE**

My signature below indicates my understanding of and agreement to comply with the terms of this consent form.

Signed at \_\_\_\_\_ on (date) \_\_\_\_\_

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

Signature: \_\_\_\_\_