



# Application to join the Prime Cure Pharmacy Network

**IMPORTANT NOTE:** Please complete this form if you wish to join the Prime Cure Pharmacy Network, which is applicable to all Prime Cure and additional managed plans.

**You must submit supporting documents together with your application. Tick the supporting documents included in your application.**

	Certified copy of ID document not older than 3 months		Company registration documentation (if applicable)		Proof of banking details e.g. stamped bank letter		Copy of HPCSA registration
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## PERSONAL DETAILS

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

ID Number: \_\_\_\_\_ Council Number: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Email: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

## PHARMACY DETAILS

Pharmacy Name: \_\_\_\_\_ Pharmacy Registration Number: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Contact Person in Pharmacy: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

### Business hours

Monday - Friday - \_\_\_\_\_ Saturday - \_\_\_\_\_ Sunday - \_\_\_\_\_ Public Holidays - \_\_\_\_\_

## BANKING DETAILS

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

Bank Name: \_\_\_\_\_ Account Type: \_\_\_\_\_

Branch Code: \_\_\_\_\_

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

## 1. RECORDAL

- 1.1 I, the aforementioned and undersigned participating provider, 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.
- 1.2 Kaelo Prime Cure wishes to establish a Network of general practitioners to primary healthcare services to the beneficiaries of all medical schemes and insurance plans options and contracts the aforementioned and undersigned provider, to provide such services pursuant to the terms and conditions of this Agreement.

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

## 2. INTERPRETATION

- 2.1 "Beneficiaries" means the principal member or dependent 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.
- 2.2 "Confidential information" means all information, methods and processes used in respect of the business of either party, including without limitation, patents, patent applications, trademarks, trade secrets, designs, copyrights, 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.
- 2.3 "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) Remain up-to-date with the required councils including the Health Professionals Council of South Africa and South African Pharmacy Council.
  - (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 assignment 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.
- 2.4 "Effective date" means the date on which a contract takes effect or becomes operative & enforceable;
- 2.5 "Benefit exclusions" means the services not stipulated in Section 4 of Kaelo Prime Cure's Rules;
- 2.6 "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;
- 2.7 "Participating provider" means any general practitioner who is ready, willing and able or any general practitioner who has entered and remains a party to an agreement, to enter into an agreement with the Scheme for the provision of primary healthcare services to the beneficiaries.
- 2.8 "Benefit exclusions" means the services not stipulated in Section 4 of Kaelo Prime Cure's Rules;
- 2.9 "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.

### 3. DURATION AND TERMINATION

- 3.1** This Agreement will become effective in relation to the parties on date of signature and will remain in force indefinitely subject to the provisions of Clause 3. 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.
- 3.2** The parties to this Agreement agree that any of the parties may terminate this Agreement at any time within 30 (thirty) days of written and signed notice to the other parties, failing which this Agreement will continue in force indefinitely, but with the following provisos:
- 3.2.1** That the provider's participation in the Agreement may be summarily terminated if, at the discretion of Kaelo Prime Cure, it is impossible for the provider to provide unfettered services to the beneficiaries of the aforementioned benefit options.
- 3.2.2** That 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 and that the provider will be informed by Kaelo Prime Cure of such changes and 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.
- 3.2.2** That this Agreement may be terminated/suspended with immediate effect by Kaelo Prime Cure if -
- 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
  - Kaelo Prime Cure ascribes to the South African Medical Association Medical Doctor's Coding Manual (MDCM). Abuse of coding (including but not limited to up-coding, unbundling and optimisation) is not allowed; or
  - In the case that the provider has been deemed to be in breach, we reserve the right to suspend or terminate the provider considering findings with immediate effect.

### 4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

- 4.1** The rights and responsibilities of the parties are set out in the various Annexures to this Agreement.

### 5. BANKING DETAILS OF THE PROVIDER

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

### 6. COUNTERPARTS

- 6.1** This Agreement may be signed by the parties in counterparts, whether by way of facsimile or otherwise, and each signed copy will be deemed to be an original.

### 7. NON-VARIATION

- 7.1** 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.

### 8. ANNEXURES

- 8.1** The following Annexures form part of this Agreement
- 8.1.1** Annexure A - Fees payable to providers by Kaelo for beneficiaries on the aforementioned benefit options
- 8.1.2** Annexure B - Responsibilities of the provider
- 8.1.3** Annexure C - Responsibilities of Kaelo
- 8.1.4** Annexure D - POPIA
- 8.1.5** Annexure E - Consent to share personal information

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

Duly authorised thereto

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

**Signed by the participating Provider**

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

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

**Dispensing fees:**

- Dispensing fee according to the Prime Cure agreed rate.
  - No co-payments or administrative fees to be charged to beneficiaries (Wallet free option)
2. 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 onto 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 have no liability towards the Provider in the event of a claim being rejected.
3. The contracted provider will have the right to accept or reject the new fee structure and in the case of rejection, terminate his/her participation in the contract.
4. Balance billing, although acceptable, does not form part of this Agreement and is not permitted.
5. Split billing is unethical in terms of the HPCSA.
6. This Agreement substitutes any previous agreement that the contracted provider may have entered into directly or indirectly with the beneficiary.
7. Where we have paid claims to you and it is established that the claims were not due to you, we will have the right to recover such monies from you, or to recover this from any future claims due to you.

## 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 agree 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.

## B. GENERAL RESPONSIBILITIES

1. Through the payment of a Dispensing fee, the Scheme expects the Pharmacy
  - To be appropriately registered with the South African Pharmacy Council /PCNS(BHF) to submit claims under the aforementioned Billing Practice / Treating Practice number and have medical indemnity cover;
  - To provide clinically appropriate medication to members.
  - Where clinically indicated, to operate within the relevant scheme's protocols, formularies and referral processes, and scheme benefit structures;
  - To only dispense medication in accordance with the Prime Cure formulary that can be found at: <https://www.primecure.co.za/medicine-management/>
  - To submit according to the MRP (Mediscor Reference Price)
  - No co-payment to be charged on any formulary medicines
  - Beneficiaries pay the price difference between formulary medicine and non-formulary medicine where beneficiaries insist on more expensive/non-generic drugs
  - Compliance to be managed by the DSP pharmacist in co-operation with the DSP GP provider when out-of-formulary products are prescribed.
  - Electronic claims should be cleared via Mediscor (No paper claims will be accepted)
  - To ensure that Kaelo Prime Cure is provided with all relevant documentation and kept updated on changes.
  - 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 Relationship Manager timeously;
  - Submit all claims in the prescribed format electronically to the prescribed destination code on the relevant tariff codes, and 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 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 dispense within the Kaelo Prime Cure formularies unless prior authorisation has been obtained from Kaelo Prime Cure and to inform any member requesting any medication or benefits that fall outside the applicable benefits that it will be for his/her personal account;
  - The Service Provider, by signing this contract, agrees to the practice being subject to regular forensic reviews. All providers and membership accounts in question will need to be submitted and will be audited and profiled as per internal review processes.
  - The provider warrants that it will obtain the relevant consent from beneficiaries to share personal information pertaining to such beneficiaries in accordance with Annexure E.

- **The audit process would include:**
    - Assessing claims for potential over servicing.
    - Duplicate claims
    - Potential fraudulent claims
    - Above claims will be flagged
    - 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 Prime Cure.
    - In the case that the provider has been deemed to be in breach, we reserve the right to suspend or terminate the provider considering findings with immediate effect.
    - This will result in Kaelo Prime Cure notifying the relevant regulatory bodies and members that have stipulated the said practice as their designated service provider (DSP) no longer belongs to the Kaelo Prime Cure Network.
  - A profiling system will be developed and peer review, peer management and peer mentorship will commence in the first year of the Agreement.
2. 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 to enable Kaelo Prime Cure to conduct the regular forensic reviews as referred to above. The Provider undertakes to obtain consent to share such personal information from the beneficiary, in the form and manner as prescribed in Annexure E. A copy of such consent shall at all times be available 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 Member / Policyholder.
  3. 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.

## 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 five (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 the Scheme rules pertaining to the benefit options.
4. Kaelo will pay the participating provider for all valid claims within 30 days from the date of receipt of the claims a month by electronic fund transfer into the provider's account.
5. To reimburse you at the agreed negotiated fee;
6. To endeavour to move towards seamless, effective and efficient interactions with your practice;
7. To allocate a specific Outbound Relationship Specialist to your practice for purposes of training and assisting your personnel on the claims processes, other Kaelo Prime Cure processes and protocols and to endeavour to move towards seamless, effective and efficient interactions and efficient query resolution processes that you can address directly with your Outbound Relationship Specialist;
8. To follow a fair/equitable process in the establishment of the Kaelo Prime Cure Network, with an ethos of creating and maintaining sustainable partnerships;
9. 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;
10. To confidentially discuss and resolve any queries, complaints and concerns that you might have as our valued service provider;
11. To promote your practice (this may include listing your practice on the website or lists to be distributed to these client scheme members).



## 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 hereinafter collectively referred to as 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 maintained 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 only process personal information to provide the goods or services in terms of this Agreement, and follow Kaelo’s instructions.

### 8. 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.

### 9. 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.

10. 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 the information officer of Kaelo where there are reasonable grounds to believe, or 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 Kaelo comply with any valid requests it receives for access to personal information. The Service Provider will notify Kaelo if the Service Provider receives any requests for access to personal information and 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 will 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 allow Kaelo to take copies of all paper and electronic documents, records, and logs of the Service Provider 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, the Service Provider may destroy the personal information it has and provide Kaelo with a certificate of destruction at 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.
26. 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 and Surname: \_\_\_\_\_

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

## CONSENT TO SHARE INFORMATION

I am aware that Kaelo Prime Cure as the product provider oversees the rendering of services 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 consent that my doctor may share my Personal Information with Kaelo Prime Cure for such purposes, until such time as I revoke my consent in writing.

## THE PERSONAL INFORMATION

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

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

## WE WILL KEEP YOUR PERSONAL INFORMATION SAFE

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

## SIGNATURE

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

Name and Surname: \_\_\_\_\_ Signature: \_\_\_\_\_

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