

ISO LESO NETWORK PROVIDER AGREEMENT

Between:

**EACH OPTOMETRIC PRACTICE AND OPTOMETRIST WHO ELECTS TO PARTICIPATE
IN THE PROVIDER AGREEMENTS ALREADY ENTERED INTO OR TO BE ENTERED
INTO BETWEEN ISO LESO OPTICS LIMITED AND THE MEDICAL SCHEMES LISTED
IN THE OPTION TO PARTICIPATE FORM
("the Network Service Provider")**

and

**ISO LESO OPTICS LIMITED
Registration number: 1999/13972/06
("Iso Leso Optics")**

PARTIES TO THE NETWORK AGREEMENT

1. The Medical Schemes are registered as such by the Registrar of Medical Schemes in terms of the Medical Schemes Act 1998.
2. Iso Leso Optics is a company duly incorporated in accordance with the laws of the Republic of South Africa.
3. The Medical Schemes have contracted with its Members to ensure that Covered Services are rendered to such Members.
4. Iso Leso Optics is a network of optometrists and the Network Service Providers are willing and able to provide the Covered Services.
5. Each Medical Scheme has appointed Iso Leso Optics to provide optometric services to Members of that Medical Scheme. Iso Leso Optics shall be responsible for monitoring, managing and directing the services to be rendered by the Network Service Provider and generally monitoring the Network Service Provider's compliance with the provisions of this Agreement.
6. The Network Service Provider has elected to participate in the Provider Agreements already entered into, or to be entered into, between Iso Leso Optics and the Medical Schemes by having signed an Option to Participate Form.
7. The parties wish to reduce the terms of such agreement to writing.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this agreement, unless the context clearly indicates a contrary intention:

- 1.1 "*Benefit Plan*" means the various benefit plans of an individual Medical Scheme as listed in the Option to Participate Form from time to time.
- 1.2 "*Effective date*" means the first day of the month following signature of the Option to Participate Form by the Network Service Provider or such other date as may be communicated by Iso Leso Optics from time to time.
- 1.3 "*Network Service Provider*" means all those optometrists and Optometric Practices who have elected to participate in the Provider Agreements already entered into or to be entered into between Iso Leso Optics and the Medical Schemes by having signed an Option to Participate Form which is annexed hereto as Annexure "B".

- 1.4 *"Medical Scheme/s"* means the Medical Schemes as listed in the Option to Participate Form and updated from time to time, all of which Medical Schemes are duly registered in terms of the Medical Schemes Act, 1998.
- 1.5 *"Iso Leso Optics"* means Iso Leso Optics Limited, registration number 1999/13972/06, a public company duly incorporated according to the company laws of the Republic of South Africa.
- 1.6 *"Members"* means those members who have been enrolled or admitted as and still are members of the Medical Schemes and/or are eligible in terms of the benefit plan and includes the dependants of members who are entitled to receive covered services and/or who have elected to receive such services from a contracted Network Service Provider.
- 1.7 *"Regulations"* means the Regulations in terms of the Medical Schemes Act, 1998 contained in Government Notice R1262 published in Government Gazette 20556 dated 20 October 1999, as amended.
- 1.8 *"Covered Services"* means those health care services/optometric services and/or optical dispensing services and supplies which a Network Service Provider is required to provide to a Member in terms of this agreement. These services are listed in Annexures "A1; A2; A3 and further; which are attached hereto and incorporated herein by reference and updated from time to time.
- 1.9 *"Benefit Cycle"* means the period of 24 months from the previous date of service; or as specifically stated in Annexures "A1; A2; A3 and further; which are attached hereto and incorporated herein by reference and updated from time to time.
- 1.10 *"Profiling"* means the review and monitoring of the Network Service Provider's performance against entry criteria, contractual obligations and legislative obligations.
- 1.11 *"Rules"* means the registered Rules of the Schemes as defined in terms of the Act.
- 1.12 *"Network Expert Advisory Panel"* means an expert advisory panel appointed by Iso Leso Optics and/or the relevant Scheme. The main role of this panel is that of clinical guidance which will include but not limited to the development of clinical guidelines, clinical protocols and peer review, dispute resolution, and any other functions as determined by contractual arrangement between the parties;
- 1.13 *"Act"* means the Medical Schemes Act (No 131 of 1998) as amended, with the Regulations promulgated in terms of the Act.
- 1.14 The singular shall include the plural and vice versa.

- 1.15 A reference to any one gender, whether masculine, feminine or neuter, includes the other two.
- 1.16 Any reference to a natural person includes an artificial person and vice versa.
- 1.17 All headings are for convenience only and are not to be taken into account for the purposes of interpreting it.

2. APPOINTMENT AS A NETWORK SERVICE PROVIDER

Iso Leso Optics hereby appoints the Network Service Provider, on a non-exclusive basis, to the Iso Leso Optics Optometric Provider Network to render Covered Services to the Members of the Schemes and the Network Service Provider accepts the appointment as such. This appointment is made on the following basis:

- 2.1 that it is based on a willing provider concept in which membership of the Iso Leso Optics Optometric Provider Network is not exclusive but open to any optometrist willing and able to comply with the requirements of the Network.
- 2.2 that the Network Service Provider confirms that he/she is an optometrist.
- 2.3 that the Network Service Provider at all-time holds proper and unrestricted registration from the Health Professions Council Of South Africa to practice as an optometrist and complies on an ongoing basis with any law, regulation or rule which has an effect on the rendering of Covered Services.
- 2.4 that the Network Service Provider holds and maintains professional indemnity insurance or membership of a professional indemnity company sufficient to cover potential liabilities related to the Covered Services rendered by the Network Service Provider.
- 2.5 that the Network Service Provider complies with all legislative requirements required for him to render the Covered Services; and acquaints him/herself with the applicable provisions of the Schemes' Rules in respect of each Beneficiary who procures Covered Services from the Network Service Provider.
- 2.6 that the Network Service Provider maintains or improves on the minimum standards, as may be required by Iso Leso Optics and/or the Schemes for participation on the network.
- 2.7 that the Network Service Provider warrants that all professionals and providers providing the Covered Services at his practice are fully accredited and licensed at all times to provide such Covered Services in accordance with all applicable laws of the Republic of South Africa.

- 2.8 that the Network Service Provider undertakes that he will immediately notify Iso Leso Optics upon any suspension, revocation, condition, limitation, qualification or other restriction on any of his licenses, certifications or permits coming to his attention. In this regard, Iso Leso Optics shall ensure that alternative arrangements are made for Members to ensure that Members receive Covered Services from another provider who meets the criteria set out for providers in this agreement.
- 2.9 that the Network Service Provider complies with network participation conditions communicated by Iso Leso Optics from time to time;
- 2.10 that the Network Service Provider cooperates in full with Iso Leso Optics' Profiling and requirements to improve the manner in which Covered Services are rendered, which includes, but is not limited to compliance with applicable billing and agrees to the charging of the Fee that may be applicable from time to time; and as detailed in Annexure "C".
- 2.11 the Network Service Provider is obliged to comply with Iso Leso Optics' operational requirements in order to effect the network, which includes, but is not limited to:
- 2.11.1 Claims submission process
 - 2.11.2 Requests for supporting documentation relating to claims; and
 - 2.11.3 Correspondence process
- 2.12 that the Network Service Provider refrains from the use of Iso Leso Optics' brand and logo for marketing to Members and the general public, without prior and explicit approval from Iso Leso Optics, or otherwise as may be communicated by Iso Leso Optics from time to time.
- 2.13 that the Network Service Provider acknowledges that the participation in the Iso Leso Optics Optometry Network shall not be construed as a guarantee that the members of the Schemes shall necessarily procure Covered Services from him/her.
- 2.14 that a Network Service Provider who operates a Mobile Practice shall be obliged to furnish Iso Leso Optics with written confirmation of registration as a mobile practice by the HPCSA, failing which no claims in respect of such practice will be paid.
- 2.15 that a Network Service Provider agrees to place optometric care above considerations of race, gender, creed, social standing, and political allegiance, nature of disease or sexual orientation. Iso Leso Optics will ensure that Covered Services are provided to Members at a level that is no less than the level that the Covered Services are offered to non-Members.

3. DURATION AND TERMINATION OF THE APPOINTMENT

- 3.1 The appointment of the Network Service Provider shall commence on the effective date and shall continue for an indefinite period until terminated in accordance to the provisions of this Agreement.
- 3.2 Either party may terminate this Agreement by giving the other party 30 (thirty) days written notice.
- 3.3 The above notice period will not be required in cases of material breach of the provisions of the Agreement or where the availability or quality of health care rendered to Members of the Schemes is likely to be compromised by the continuation of the Agreement.
- 3.4 The following will be deemed to be instances of material breach of the provisions of this Agreement (but will not be restricted to these instances only):
 - 3.4.1 in the event of any of the conditions of clause 2 above not being met by the Network Service Provider; or
 - 3.4.2 where the Network Service Provider has persistently refused to attempt to improve a totally unacceptable practice profile or offer an acceptable explanation for such a profile; or
 - 3.4.3 where the Network Service Provider has committed fraud.

4. OBLIGATIONS OF THE NETWORK SERVICE PROVIDER

The Network Service Provider agrees to do the following in terms of this Agreement:

- 4.1 Render the Covered Services to Members at the agreed rate as per the rules of the applicable benefit options of the Schemes and not balance bill the Members, or in any other way circumvent the Rules of the Schemes.
- 4.2 Provide the Covered Services and adhere to all terms and conditions, process and policies as may be applicable to the Network Service Provider as a party to the Iso Leso Optics Optometry Network as set out in this Agreement and its Annexures, and any other communication as may be applicable from time to time.
- 4.3 Furnish Iso Leso Optics, upon reasonable notice during regular business hours, with copies of requested clinical records related to Covered Services rendered by the Network Service Provider.
- 4.4 The Network Service Provider may be audited by Iso Leso Optics and/or the Schemes at any time, provided that Iso Leso Optics shall provide 2 (two) business days' notice of

such an audit prior to the audit taking place, and the Network Service Provider shall be obliged to co-operate fully with any such processes and procedures pursuant to such an audit. The cost of the audit contemplated in this clause shall be borne by Iso Leso Optics.

- 4.5 Code of Conduct: Adhere to the rules and regulations of the Health Professions Council of South Africa.
- 4.6 Claims via EDI: Submit all of the practice's claims via EDI to Iso Leso Optics;
- 4.7 Obtain and maintain appropriate professional liability insurance throughout the duration of this Agreement.
- 4.8 Implement all operational requirements timeously.
- 4.9 The Network Service Provider will subject the practice to peer review and accept the role of a Peer Review Committee which will be made up of persons who are regarded as peers by the Network Service Provider.
- 4.10 Clinical Quality Assurance: Always ensure the provision of quality, appropriate and cost effective healthcare to Beneficiaries of Schemes, in respect of medical benefits as contained in the Schemes' rules.

5. OBLIGATIONS OF THE SCHEMES AND/OR ISO LESO OPTICS

- 5.1 Compliance with laws and regulations

The Medical Schemes have represented and warranted to Iso Leso Optics that they are currently, and for the duration of this agreement shall remain, registered and shall comply with all laws and regulations which are applicable to the Medical Scheme's business.

- 5.2 Administration

The Medical Schemes have undertaken to be responsible for all necessary administrative, accounting and enrolment functions appropriate for the administration of the Medical Schemes' benefits under this agreement.

- 5.3 Benefits

The Medical Schemes or their nominee has undertaken to inform Iso Leso Optics from time to time about the type, scope and duration of benefits and services to which Members are entitled. Any changes to the agreed benefits shall be by agreement between Iso Leso and an individual Scheme.

5.4 Accreditation

Iso Leso Optics will be solely responsible for ensuring that all Network Service Providers meet any relevant accreditation criteria.

5.5 Complaints procedure

Iso Leso Optics will be fully responsible for attending to the resolution of all complaints.

6. REMUNERATION

6.1 Payment for services

Either Iso Leso Optics or the relevant Medical Scheme, as the case may be, shall pay to the Network Service Provider, the Healthcare Services fee in respect of the Covered Services in accordance with the Tariff, and any other service which the Network Service Provider may have lawfully and properly rendered and for which a Medical Scheme is liable in terms of a Member's benefit plan.

6.2 Corrective adjustments

Iso Leso Optics and/or the Medical Scheme shall have the right to make corrective adjustments to any previous payment of the relevant tariff fee, provided however that any corrections shall be made within a period of 4 (four) months of such payment, and may be set off from amounts which may become due and payable from time to time.

6.3 Procurement Opportunities

Iso Leso Optics may provide from time to time, procurement opportunities for Network Service Providers who have contracted to the network. In terms of these supply agreements Iso Leso Optics reserves the right to recover from claims payments any monies due in terms of these supply agreements should the Network Service Provider fail to make payments in the normal course of business.

7. REMEDIES IN THE EVENT OF MISCONDUCT

7.1 Nothing in this Agreement shall be construed as any Scheme abandoning its right to determine whether to reimburse the Network Service Provider or a Member as contemplated in section 59 of the Act (read together with regulation 6 thereof) and Section 29 (2) of the Act.

7.2 The Network Service Provider further acknowledges and accepts that the Rules of the Schemes, as may be revised from time to time.

- 7.3 The Parties agree that in the event that the Network Service Provider is suspected of any fraudulent activity, or any transgression of the Act, the Rules of the scheme and any other law, rule or practice applicable to the Network Service Provider's profession, or any other material misconduct which in the opinion of Iso Leso Optics and/or the relevant Scheme may cause harm or prejudice to the Scheme and/or its Members, the Scheme may, in their sole and absolute discretion:
- 7.3.1 elect to reimburse the Member directly instead of the Network Service Provider, with or without terminating this Agreement; and/or
 - 7.3.2 shall notify the Network Service Provider of the election mentioned on 7.3.1 above within 14 (fourteen) days, -and/or
 - 7.3.3 suspend the Network Service Provider from participating on the network (but not terminate the Agreement), pending the outcome of any such review or investigation as Iso Leso Optics and/or the relevant Scheme may institute into the affairs and conduct of the Network Service Provider, and for the duration of such suspension, refuse to reimburse the Network Service Provider directly in the event that any Member procures any health care services from him; and/or
 - 7.3.4 investigate the alleged conduct of the Network Service Provider using any lawful means at its disposal; and/or
 - 7.3.5 terminate this Agreement immediately.
- 7.4 The Network Service Provider accepts and acknowledges that he does not have the right to be given prior notification of Iso Leso Optics and/or the Scheme's intention to invoke any of the provisions of clause 6.3 above.
- 7.5 The aforementioned remedies contemplated in clause 7.3 may be exercised by Iso Leso Optics and/or the Scheme without any prejudice to any other right or remedy that Iso Leso Optics and/or the Scheme may have either in law or in terms of this or any other agreement.
- 7.6 The Network Service Provider agrees that for so long as this Agreement remains in force, and notwithstanding that payments for the Covered Services may not be paid directly to him, he will continue to perform all its obligations in terms hereof, and in particular shall continue to charge for the Covered Services in accordance with the tariffs set in terms of this Agreement.

8. CONFIDENTIALITY

The parties agree that information concerning Members and providers shall be kept confidential and shall not be disclosed to any person except as authorised by law. In this regard, the parties

accept that various parties may be contracted by Iso Leso Optics and any outsourced administration party will receive confidential information from time to time on the understanding that such information will be kept confidential at all times. This confidentiality provision shall remain in effect notwithstanding any subsequent termination of this agreement.

9. BREACH OF CONTRACT

9.1. If either party breaches a term of this Network Agreement in a way which is not capable of being remedied, the aggrieved Party shall be entitled to cancel this Network Agreement on written notice, without prejudice to its other rights in law including its right to claim damages.

9.2. If any Party breaches a term of this Network Agreement in a way which is capable of being remedied and does not remedy that breach within 30 (thirty) days after receipt by it of written notice from the aggrieved Party requiring it to do so, then the aggrieved Party shall be entitled to cancel this Network Agreement on written notice, without prejudice to its other rights in law including its right to claim damages.

10. DISPUTE RESOLUTION

10.1 All disputes shall be handled in the following manner:

- Either party shall endeavour to resolve disputes with regard to incorrect claims and disputed payment processes in the normal course of business;
- All disputes shall have the patient's interests as a core resolution consideration and shall be resolved in terms of the Scheme rules and published benefit designs and rules;
- All disputes shall be committed to writing and acknowledgement of receipt given within 10 (ten) business days.
- Replies and potential resolution to matters of disputes shall be given in writing within 10 (ten) business days of acknowledgement of receipt

10.2 Should the dispute referred to in clause 10.1 not be resolved, the dispute shall be referred to The Network Expert Advisory Panel and the Network Service Provider who shall attempt to resolve the dispute within 14 (fourteen) days of a notice of dispute having been sent by the aggrieved party.

10.3 Should the Parties be unable to resolve the dispute referred to in clause 10.2 within the above 14 (fourteen) days, such dispute shall then be referred to, and resolved by, arbitration and shall, unless otherwise agreed in writing by the Parties, be held in accordance with the rules of the arbitration foundation of South Africa.

11. GENERAL PROVISIONS

11.1 Notices

Any notice required to be given pursuant to the terms and provisions hereof, unless otherwise indicated herein, shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid to:

The Network Service Provider: The Address as stated in the Option to Participate Form.

Iso Leso Optics: Unit 16 Northcliff Office Park
203 Beyers Naude Drive
Northcliff 2195

11.2 Amendments

Unless expressly set forth otherwise in this agreement, all amendments or variations or modifications to this agreement must be mutually agreed to in writing by the parties if they are to be effective.

11.3 Assignment

None of the parties shall assign their rights, duties, or obligations to this agreement, either in whole or in part, without the prior written consent of the other parties.

11.4 Governing Law

This agreement shall be governed in all respects by the laws of South Africa.

11.5 Severability

If any provision of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall in no way affect, impair or invalidate any term or provision herein and such remaining terms and provisions shall remain in full force and effect, be fully severable and ineffective by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this agreement.

11.6 Waiver

Waiver by any party of any breach of any provision of this agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.7 Entire agreement

This agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other contracts before or contemporaneous with this agreement. The parties acknowledge that they have not been induced to enter into this agreement by any oral or written representations or statements not expressly contained in this agreement.

11.8 Annexures

The following annexures are considered an integral part of this agreement.

Annexure A1; A2; A3; and further	Medical Schemes
Annexure B	Option to Participate Form
Annexure C	Claims Submission Process

In witness whereof, the undersigned have signed this agreement on the _____ day of

_____ 2018 at _____.

Network Service Provider:

Signature _____

Name _____

Capacity _____

In witness whereof, the undersigned have signed this agreement on the _____ day of

_____ 2018 at _____.

Iso Leso Optics Limited:

Signature _____

Name _____

Capacity _____

CLAIMS SUBMISSION PROCESS

1. Claim Submissions

The Network Service Provider will submit all claims to Iso Leso Optics for covered services rendered to Members in accordance with any agreed standard claim format.

The following mandatory information must be included on the account:

- Medical aid number
- Dependant code
- Dependant birth date
- Practice number
- Service date
- ICD codes
- Tariff code for the covered services
- Tariff code to agree to codes as advised by Iso Leso Optics from time to time
- Agreed tariff for the services rendered and as advised by Iso Leso Optics from time to time
- Details of the prescription

2. Claim Submissions Process

The Network Service Provider shall submit his claims according to the following process:

- Identify the Member by comparing his Medical Scheme membership card with his identity document;
- Call a dedicated Iso Leso Optics call centre agent to obtain a reference or authorisation number prior to the proposed covered services;
- Supply his practice number;
- Supply the claims information;
- Submit by EDI to the indicated destination code;
- Posting the claim invoices only on request to Iso Leso Optics, in an envelope clearly marked (name of scheme) Medical Scheme Optometry Claim; to PO Box 2127, Cresta, 2118;
- Keep a record of the original claim for a period of no less than 1 year;
- The Network Service Provider agrees to use electronic claims processing;
- The Network Service Provider shall provide his banking details to Iso Leso Optics. All payments by Iso Leso Optics or the relevant Medical Scheme will be by electronic transfer of funds only;
- Claims older than 4 months from date of service will not be considered for payment;
- Neither Iso Leso Optics nor the Network Service Provider will seek compensation or reimbursement from any Member for Covered Services.