



Improved Clinical Pathway Services (“ICPS”) is a company that provides clinical decision support to clinicians in order to improve the quality of patient care. It does this by means of standardised clinical pathways, clinical outcomes measurement, and feedback to clinicians, which together deliver continuous quality improvement. Improving the quality of patient care improves patient outcomes, which reduces the overall cost of medical procedures. Healthcare therefore becomes more affordable and access to healthcare is enhanced. This is the ICPS Programme (“the Programme”).

The Programme currently includes elective primary arthroplasty of either the hip or knee, or both, performed with reference to a standardised clinical pathway, and excludes emergency and revision arthroplasty of any kind. This is the meaning of “Arthroplasty” for purposes of this agreement.

Selected medical schemes have contracted with ICPS in order to make the Programme available to their qualifying members (patients). For medical schemes whose benefit options ordinarily exclude Arthroplasty, ICPS makes it possible for these schemes to offer it to members. For medical schemes whose benefit options ordinarily include Arthroplasty, ICPS provides an alternative way for the scheme to fund Arthroplasty by reducing the need for co-payments, or by reducing the amount of a co-payment for qualifying members, which also enhances access to Arthroplasty. The overall cost of Arthroplasty for the medical scheme is reduced and the acute outcomes are improved.

ICPS delivers its Programme through a provider network of independent healthcare practitioners, who enter into this Service Level Agreement with ICPS. This is the ICPS Network (“the Network”).

1. The Network Clinician and the Functions He or She Performs under the Programme

1.1 Independent healthcare practitioners, being specialist orthopaedic surgeons, specialist anaesthesiologists or general practitioners with a Diploma in Anaesthesia (collectively referred to as “anaesthetists” for purposes of this agreement), and physiotherapists, may participate in the Network, provided they are registered with the Health Professions Council of South Africa. These are the “Network Clinicians” for purposes of this agreement.

1.2 Pre-operatively, the orthopaedic surgeon, with the assistance of the other Network Clinicians, will be responsible for:

- 1.2.1 notifying ICPS of the identity and contact details of the attending anaesthetist and physiotherapist, and identifying the hospital at which the Arthroplasty will be performed;
- 1.2.2 notifying ICPS of the choice of prosthesis, which must bear the CE mark, must meet international standards with a 5 year record on a reputable joint register, and must meet ICPS’s prosthesis limits;
- 1.2.3 arranging an anaesthetic and physiotherapy assessment, and submitting the reports on the assessments to ICPS;
- 1.2.4 ensuring that the patient is clinically optimized pre-operatively;

- 1.2.5 obtaining the patient's written informed consent to the Arthroplasty and anaesthesia under the Programme and to disclosure of the patient's confidential medical information to ICPS, and submitting confirmation of the aforementioned consent in writing to ICPS;
- 1.2.6 communicating with the patient as he or she would ordinarily do; and
- 1.2.7 providing a copy of ICPS's non-clinical administrative requirements, being the "Rooms and Hospital Administrative Briefing", to the relevant administration manager at the hospital where the Arthroplasty will be performed.

1.3 In order to perform Arthroplasties under the Programme, each Network Clinician is responsible for obtaining, as a clinical reference and best practice guideline, a current evidence-based standardized clinical pathway for pre-operative optimization, primary arthroplasty and enhanced recovery, as applicable to the Network Clinician's clinical discipline, from either

- 1.3.1 ICPS; or
- 1.3.2 the relevant department (orthopaedic surgery, anaesthesiology or physiotherapy) at a South African medical school in the top 500 of the Quacquarelli Symonds World University Rankings; or
- 1.3.3 the relevant professional society, i.e. the South African Arthroplasty Society, or the South African Society of Anaesthesiologists, or the South African Society of Physiotherapy.

1.4 The "Clinical Pathway" under the Programme consists of any of the clinical pathways described in 1.3.1 to 1.3.3 above as obtained by the Network Clinician for his or her clinical discipline.

1.5 Each Network Clinician should adhere, as far as is clinically appropriate for the individual patient, to the Clinical Pathway he or she has obtained in accordance with clause 1.3 above. Importantly, the guidelines contained in the Clinical Pathway do not override the Network Clinician's independent clinical judgment. The Network Clinician is independent and retains full clinical autonomy. He or she is responsible for deviating from the guidelines contained in the Clinical Pathway, at any time, to serve the specific clinical circumstances and best interests of the patient.

2. Pre-Operative Optimization, the ICPS Arthroplasty Pathway and the Functions Performed by ICPS under the Programme

2.1 No authorisation will be given for Arthroplasty unless the patient has been adequately clinically optimised pre-operatively, to meet evidence-based best practice standards, as contained in the pre-operative optimisation targets of the ICPS Arthroplasty Pathway.

2.2 ICPS has compiled its own evidence-based standardized clinical pathway for Arthroplasty ("the ICPS Arthroplasty Pathway"). The ICPS Arthroplasty Pathway is a South African clinical pathway, compiled for ICPS by qualified specialist medical practitioners in South Africa according to the principles of evidence-based medicine, taking into account international medical best practice and the most recent available scientific evidence for primary arthroplasty and enhanced recovery. It includes evidence-based pre-operative optimization targets and current evidence-based pre-operative optimization guidance. The ICPS Arthroplasty Pathway, including its pre-operative optimization aspects, is reviewed from time to time by ICPS's Orthopaedic and Anaesthetic Panels, in accordance with clause 6 below, for appropriateness in the South African private hospital setting.

2.3 ICPS will provide to any Network Clinician, on request, a copy of the ICPS Arthroplasty Pathway.

2.4 ICPS will provide to all Network Clinicians:

- 2.4.1 the pre-operative optimization targets of the ICPS Arthroplasty Pathway;

- 2.4.2 a list of prostheses that meet established quality and cost criteria to assist the Network Clinician in his or her selection of a prosthesis that can be offered as part of the Programme; and
- 2.4.3 supporting documentation on joining the Network, when the documentation is updated from time to time, or when requested by a Network Clinician.

2.5 ICPS will process the pre-operative application and submit it to the patient's medical scheme for authorisation of Arthroplasty under the Programme.

3. Joining and Leaving the ICPS Network

3.1 Participation in the Network as a Network Clinician is voluntary.

3.2 For a specialist orthopaedic surgeon, specialist anaesthesiologist, general practitioner with a Diploma in Anaesthesia, or physiotherapist to join, and remain in, the Network he or she must be and remain registered with the Health Professions Council of South Africa in his or her clinical discipline.

3.3 In the event of ICPS proposing that the agreement be terminated, ICPS will notify the Network Clinician in writing of its proposed termination, providing ICPS's written reasons, and the Network Clinician will have the right, within 10 working days of ICPS's notification, to make a written submission in response. Only once having considered the Network Clinician's response, may ICPS terminate this agreement.

3.4 The Network Clinician may terminate this agreement immediately upon written notice to ICPS, provided that, in the event of a patient, or patients, being treated by the Network Clinician under the Programme, such termination will not take effect until the treatment being rendered to the patient, or patients, has been completed.

4. Clinical Outcomes Measurement

4.1 The Network Clinician agrees to ICPS measuring clinical outcomes for Arthroplasty performed under the Programme.

4.2 Standard Outcome Measures for each Arthroplasty performed under the Programme will be used by ICPS for annual statistical reporting purposes to the medical schemes, for purposes of measuring the Network Clinician's clinical performance, and to provide to the Network Clinician performance data to guide self-correction. The Standard Outcome Measures will include, but not be limited to:

- 4.2.1 Level of post-operative in-hospital care of the patient (Intensive Care, High Care or Ward);
- 4.2.2 Length of stay of patient in hospital;
- 4.2.3 Re-admission rates within 90 days of discharge from hospital;
- 4.2.4 WOMAC joint scores at pre-operative assessment and 6 months post-operatively ("WOMAC" being the Western Ontario and McMaster Universities Osteoarthritis Index, an internationally recognized questionnaire for the evaluation of hip and knee osteoarthritis);
- 4.2.5 Adverse incident rates;
- 4.2.6 Time in theatre;
- 4.2.7 Antibiotic and anticoagulant utilization;
- 4.2.8 High-cost surgical consumable item utilization;
- 4.2.9 Type of anaesthetic used;

4.2.10 Patient-reported control of pain and post-operative nausea and vomiting; and

4.2.11 Opiate analgesic utilization.

(The results of the measurement of clinical outcomes using the aforementioned Standard Outcome Measures are referred to as "Clinical Outcomes".)

4.3 Below average Clinical Outcomes will be reviewed retrospectively by ICPS in consultation with the Network Clinician in question. The Network Clinician will make him- or herself available for review of his or her clinical decisions or clinical technique by a Senior Network Clinician of his or her choice, or by the Head of Department for the Network Clinician's clinical discipline at the university medical faculty nearest the Network Clinician's place of practice.

5. Remuneration and Invoicing

5.1 The Network Clinician will be entitled to charge, and ICPS will pay, a fixed fee inclusive of VAT, for each Arthroplasty for which ICPS gives authorisation under the Programme. This fee will be determined according to the nature of the services provided by the three clinical disciplines of Network Clinicians and in accordance with the nature of the benefits offered by each medical scheme participating in the Programme. This fee remains fixed, irrespective of the Network Clinician's clinical performance, and will not be subject to financial penalties or financial incentives of any kind. This is the "Network Clinician's Fee" for purposes of this agreement.

5.2 For ease of reference, ICPS will compile a surgical fee schedule, an anaesthetic fee schedule and a physiotherapy fee schedule, setting out the Network Clinician's Fees payable to each of the three clinical disciplines across the Network for each medical scheme, and relevant benefit option, participating in the Programme.

5.3 ICPS conducts an annual review of the Network Clinician's Fee and will offer an annual increase equal to the percentage increase obtained by ICPS from the respective participating medical schemes. ICPS will aim for a minimum increase by the percentage change in the Consumer Price Index per annum.

5.4 Where the Network Clinician is an orthopaedic surgeon, the Network Clinician's Fee includes an assistant's fee.

5.5 The orthopaedic surgeons and anaesthetists in the Network will not be entitled to charge any co-payment for any Arthroplasty for which ICPS gives authorisation under the Programme. Cases with complications or adverse incidents will be treated as carve-outs, meaning that the case will revert to the orthopaedic surgeon and anaesthetist charging his or her ordinary fee and the medical scheme reimbursing him or her at the relevant medical scheme tariff. To the extent that the ordinary fee falls short of the Network Clinician's Fee in the case of a carve-out, ICPS will pay the orthopaedic surgeon or anaesthetist the amount of the shortfall, provided that the orthopaedic surgeon or anaesthetist submits an invoice in the amount of the shortfall to ICPS.

5.6 The decision to treat cases as carve-outs or to accommodate complications or adverse incidents within the Programme is entirely at the discretion of ICPS.

5.7 ICPS is paid a bundled fee by the medical schemes with which it contracts ("ICPS Fee"). The ICPS Fee is contractually agreed annually in advance between ICPS and the relevant medical scheme. The Network Clinician's Fee is a cost for ICPS which is passed through to the medical scheme. When ICPS calculates the ICPS Fee, ICPS charges the relevant medical scheme exactly what the Network Clinician charges ICPS for the Arthroplasty performed by the relevant Network Clinician. The Network Clinician's Fee is not shared with

ICPS or any other Network Clinician, neither is the Network Clinician's Fee subject to any mark-up or discount.

5.8 The Network Clinician's Fee will be paid within one calendar month of the Network Clinician submitting an invoice for the amount of the Network Clinician's Fee to ICPS.

5.9 Network Clinicians' invoices must be in the form of VAT invoices, addressed to Improved Clinical Pathway Services (Pty) Ltd, and submitted by email to accounts@icpservices.co.za on completion of Arthroplasty.

6. Clinical Governance Procedures

6.1 For purposes of peer review, ICPS will constitute: (i) an Orthopaedic Panel, consisting of three specialist orthopaedic surgeons in the Network, who shall each have a minimum of 15 years' experience in active private practice; and (ii) an Anaesthetic Panel consisting of three specialist anaesthesiologists in the Network, who shall each have a minimum of 15 years' experience in active private practice.

6.2 The Orthopaedic Panel and Anaesthetic Panel may review, whenever appropriate, below average Clinical Outcomes, complications, and adverse incidents occurring in the Network.

6.3 The Orthopaedic Panel and Anaesthetic Panel may review, whenever appropriate, the ICPS Arthroplasty Pathway and the Standard Outcome Measures, for purposes of reflecting the latest evidence-based best practice. The Orthopaedic Panel and Anaesthetic Panel will submit any proposed amendments for approval, at the relevant panel's election, to the relevant department at a South African medical school in the top 500 of the Quacquarelli Symonds World University Rankings, or to the relevant professional society, i.e. the South African Arthroplasty Society, or the South African Society of Anaesthesiologists, or the South African Society of Physiotherapy.

6.4 On written request from an orthopaedic surgeon in the Network, the Orthopaedic Panel will review the following:

- 6.4.1 the exclusion of a patient by ICPS from the Programme on the basis of orthopaedic risk factors;
- 6.4.2 the refusal by ICPS to agree to the use of a specific prosthesis proposed by an orthopaedic surgeon for a patient; or
- 6.4.3 any proposal by a Network Clinician to effect evidence-based amendments to any orthopaedic standard of the ICPS Arthroplasty Pathway; or
- 6.4.4 any proposal by a Network Clinician to effect evidence-based amendments to any Standard Outcome Measures used by ICPS to measure the clinical performance of Network orthopaedic surgeons.

6.5 On written request from an anaesthetist in the Network, the Anaesthetic Panel will review the following:

- 6.5.1 the exclusion of a patient by ICPS from the Programme on the basis of medical or anaesthetic risk factors; or
- 6.5.2 any proposal by a Network Clinician to effect evidence-based amendments to any anaesthetic or medical standard of the ICPS Arthroplasty Pathway; or

6.5.3 any proposal by a Network Clinician to effect evidence-based amendments to any Standard Outcome Measures used by ICPS to measure the clinical performance of Network anaesthetists.

6.6 The decisions of the Orthopaedic Panel and/or Anaesthetic Panel, made in terms of clause 6.4 and 6.5 above, may be appealed, at the election of the Network Clinician, to the relevant department at a South African medical school in the top 500 of the Quacquarelli Symonds World University Rankings, or to the relevant professional society, i.e. the South African Arthroplasty Society, or the South African Society of Anaesthesiologists, or the South African Society of Physiotherapy, whose decision shall be final and binding on ICPS and the Network Clinician.

6.7 Any proposal by a Network Clinician to effect evidence-based changes to any physiotherapy standard of the ICPS Arthroplasty Pathway shall be referred for determination, at the election of the Network Clinician, to the department of physiotherapy at a South African medical school in the top 500 of the Quacquarelli Symonds World University Rankings, or to the South African Society of Physiotherapy, whose decision shall be final and binding on ICPS and the Network Clinician.

7. General

7.1 The parties to this agreement are ICPS, and the Network Clinician whose information is provided in this agreement.

7.2 Any notice or other communication in terms of this agreement shall be valid and effective only if it is given in writing, provided that email correspondence shall be regarded for this purpose as being in writing. Written notice in terms of this agreement shall be given by email at the respective email addresses provided by ICPS and by the Network Clinician in this agreement.

7.3 The parties consent to the jurisdiction of the Magistrates Court for the adjudication of any disputes in terms of this agreement.

7.4 This agreement shall be governed by and construed in accordance with the laws of South Africa.

7.5 This document contains the entire agreement between the parties and no variation, addition to, or cancellation of this agreement, or waiver of any right under this agreement shall be of any force and effect unless reduced to writing and signed by both the parties.

Should you wish to enter into this Service Level Agreement with ICPS in order to join the Network, please sign in the space provided below, and provide the requested information in full. Please scan the signed agreement and signed fee schedule in full and return by email to Aleecia Naidoo [at clinical@icpservices.co.za](mailto:clinical@icpservices.co.za)

Should you receive any communication from the Health Professions Council of South Africa, proposing amendments to this agreement for regulatory compliance, please inform ICPS without delay so that the proposed amendments can be considered. Emails can be sent to Dr Grant Rex at grant@icpservices.co.za

I wish to become a Network Clinician on the ICPS Network. I am registered with the Health Professions Council of South Africa as a: *(tick applicable box)*

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Specialist
Orthopaedic
Surgeon | <input type="checkbox"/> Specialist
Anaesthesiologist | <input type="checkbox"/> General
Practitioner with
Diploma in
Anaesthesia | <input type="checkbox"/> Physiotherapist |
|---|--|--|--|

I hereby accept the terms and conditions set out in this Service Level Agreement, including the current Network Clinician's Fee applicable to my clinical discipline, which is contained in the relevant fee schedule accompanying this agreement.

Signature of Clinician: _____

Print Full Name: _____

Date: _____

Practice Number: _____

Cellular Telephone Number: _____

Email Address: _____

Physical Address of
Rooms/Hospital: _____

Signed for ICPS

Dr Grant Rex, CEO
MBBCh (Wits), SMP (Henley), BA Hons (UND)

Date: _____ 20____

Queries in connection with the Network or the ICPS Arthroplasty Pathway should, in the first instance, be addressed to Dr Grant Rex at email: grant@icpservices.co.za

Other contact persons for specific queries are:

Authorisation queries: ICPS case manager at email: admin@icpservices.co.za

Invoicing queries: ICPS accountant at email: financemanager@icpservices.co.za

Payment queries: ICPS creditors clerk at email: creditors@icpservices.co.za

Alternatively, please call ICPS on Tel: 011 327 2599.

Unit 6, 70-7th Ave, Parktown North.