

HEALTH CARE SERVICE PROVIDER CONTRACT

THIS Contract is this **Day of** entered into by and between the Mutual Health Insurance Scheme (hereinafter referred to as "the Scheme") of a Body Corporate established under the Companies Code, 1963 (Act 179), acting by its duly authorized representative, (name and title of officer) of the **First Part** and of {Post Office Box or Physical location address} acting by its {title of officer executing contract}..... (hereinafter referred to as "the Provider") of the **Second Part**.

DEFINITIONS.

“National Health Insurance Scheme” (NHIS), means the framework for the provision of access to health care provided for under the National Health Insurance Act, 2003 (Act 650).

“National Health Insurance Authority” (NHIA), refers to the legal entity set up by the said Act 650 to regulate, supervise and oversee the effective implementation of the NHIS.

“Insured Member” means a person in good standing with the Scheme or a person in good standing with another District Mutual Health Insurance Scheme who has been duly authorized by the Scheme to access healthcare services with the Provider.

WITNESSETH:

WHEREAS, the Scheme is licensed by the National Health Insurance Authority to carry on the business of a District Mutual Health Insurance Scheme.

WHEREAS the Provider is accredited by the National Health Insurance Council to provide healthcare services to members of District Mutual Health Insurance Schemes licensed by the National Health Insurance Council.

AND WHEREAS, the Scheme wishes to engage the Provider to provide healthcare services to its insured members within the framework of the National Health Insurance Scheme and the Provider is agreeable to rendering services of the nature sought by the Provider;

NOW, THEREFORE, the parties have agreed as follows:

1. Services to be provided.

- a) The Provider will provide the Scheme’s Insured Members with any of the services contained in Annex A attached herewith.
- b) The Services to be rendered by the Provider shall be of acceptable quality and be in line with established standards for the rendering of such services.
- c) Prior to rendering the services hereinbefore agreed to be rendered the Provider shall identify the Scheme’s insured members by their National Health Insurance Identity Cards and Health Facility Attendance Cards, where applicable, which will as at the time of rendering the services not have expired.
- d) In the event that a National Health Insurance Identity Card presented by any of the Scheme’s Insured Members to the Provider is defaced, altered, illegible, or is suspected to be a fake, the Provider shall take steps to verify the status of the card with the Scheme prior to rendering services to such an Insured Member.

- e) The Provider shall comply with the National Health Insurance Medicines List attached herewith as Annex B in the treatment of Insured Members of the Scheme who call at its facilities for medical attention.
- f) **Gate Keeper System:** the Provider shall abide by the rules of the gatekeeper system enunciated under the National Health Insurance Act 2003, Act 650, and regulations made thereunder. Accordingly, all insured members of the Scheme who seek medical attention at the Provider's facility shall at the first instance be seen at Primary Healthcare (Out-Patient) Units of such facility or in such manner as is provided for in the Schedule to the National Health Insurance Regulations 2004, (LI 1809).
- g) **Referrals:** the Provider agrees that when referral is necessary, it shall be to such facilities as may have been accredited by the National Health Insurance Council, and listed in Annex E) except where an Insured Member of the Scheme and/or his/her representative provides a written undertaking to bear the cost of a referral to an unaccredited healthcare facility.
- h) **Third Party Goods & Services:** the Provider agrees that if it becomes necessary to procure goods and/or services (including diagnostics and medicines) from third parties for the care of the Insured Members of the Scheme it will claim a reimbursement from the Scheme in accordance with the applicable National Health Insurance Scheme Tariff and/or Medicines List herewith attached.
- i) **Utmost Good Faith:** The Provider shall exercise utmost good faith in all its dealings with the Scheme.

3. Rates to be paid to Provider.

- a) Rates to be paid to the Provider for the provision of healthcare services to the insured members of the Scheme are as stated in Annex C herewith attached and represent the maximum amount to be received by the Provider. Payments will be made to the Provider for medical services actually rendered and only after submission of a claim which shall contain all required information.
- b) The Provider agrees to provide services under this Contract for the treatment and care of illnesses, injuries or conditions of insured members of the Scheme who call at its facilities for medical attention.
- c) The Provider agrees to participate in the Cost Containment Guidelines as set forth in Annex D.

4. Claims Reporting Format

The Scheme shall indicate in writing to the Provider the format in which the Provider's claims will be submitted as well as a statement of information required to make a successful claim. The format may be changed from time to time following consultation between the parties.

5. Payment of Claims

The Provider shall submit all claims directly to the Scheme within 60 days of the rendering of services. Payment of Claims by the Scheme shall be limited to services provided to Insured Members to which such Insured Members are entitled under the National Health Insurance Scheme. The Scheme shall make payments within thirty (30) days of receipt of claims, unless written notice of dispute or discrepancy is furnished the Provider within thirty (30) days of receipt of the claim.

6. Financial/Medical Records

The Provider shall furnish, upon request and without charge, all information reasonably required by the Schemes or the National Health Insurance Authority to verify and substantiate its provision of medical services, the charges for such services, and the medical necessity for such services. Provided, however, that the Provider shall at all times be mindful of its professional duties to patients in this regard as stated in the Code of Ethics of the Medical and Dental Association.

7. Change in Benefits

It is agreed by the parties hereto that the benefits to which Insured Members of the Scheme shall be entitled may be changed by law during the term of this Contract without notice. However, such changes will not affect services rendered prior to such change.

8. Duration

This Contract shall be for a period of one (1) calendar year from the date of execution hereof, and may be renewable for further periods of one year at a time.

9. Termination.

Any of the parties to this Contract may elect to terminate this Contract, at any time during its effectiveness by giving sixty (60) days prior written notice to the other party. The said notice shall clearly explain the reason giving rise to termination.

10. Independent Contractor

a) In entering into and complying with this Contract the Provider is at all times performing as an independent contractor. Nothing in this Contract shall be construed or be deemed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely to carry out the provisions of this Contract for the purposes recited herein.

b) The Provider shall be responsible for the treatment and medical care of Insured Members of the Scheme that the Provider treats.

11. Disputes.

All disputes and differences between the parties upon which an amicable understanding cannot be reached, are to be resolved by the National Health Insurance Authority Complaints Committee. A party shall notify the National Health Insurance Authority Complaints Committee in writing, of the dispute or disagreement. The party shall supply the National Health Insurance Authority Complaints Committee with all pertinent information and state their position on the dispute. The National Health Insurance Council Complaints Committee will then attempt to mediate the dispute to the mutual satisfaction of all parties.

12. Responsibility of the Parties.

Each party agrees it shall not be responsible for any claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from the negligent or willful misconduct of the other party, its officers, employees or agents in the performance of services pursuant to this Contract.

13. Notices

a) Any notice required to be given under this Contract shall be in writing and shall be delivered by the other party by any of the means set out in the left column below and will be deemed received on the corresponding day set out in the right hand column:

Method of Service	Deemed day of receipt
By Hand or Courier	on the day of delivery
By registered mail	the fifth business day after posting
By Fax (provided sender's fax confirms error free transmission to correct number)	next business day after sending but if sent before 15.00 hours on business day it was sent

The parties' respective representatives for receipt of notices are, until changed by notice given in accordance with this paragraph as follows:

For the Scheme

Name:

Address:

For the Provider

Name:

Address:

14. Controlling Law

This Contract and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Republic of Ghana.

15. Conformity with State Statutes

Any provision of this Contract which is in conflict with the statute laws of the Republic of Ghana is hereby amended to conform to the minimum requirements of such statute.

16. Entire Contract

This Contract and Appendices attached to it contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior Contracts and understandings, expressed or implied, oral or written. Any material change to this Contract's language, conditions or rates must be in writing and signed by duly authorized officers or representatives of the Scheme and the Provider.

17. Title Not to Affect Interpretation.

The paragraph and subparagraph headings in this Contract are for convenience only and they form no part of this Contract and shall not affect its interpretation.

18. Force Majeure

A party shall not be liable nor deemed to be in default for any delay or failure in performance under this Contract or other interruption in the discharge of its responsibility, either directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by employees, or any similar or dissimilar cause beyond the reasonable control of either party.

19. Confidentiality and Public Statements

The parties acknowledge that the details of this Agreement and the services to be provided in terms hereof and any communication between the parties arising out of or in connection with this Agreement and the services, are strictly confidential, and undertake that the same shall not be disclosed to any third party without the prior written consent of the other party.

20. Assignment

The Provider shall not subcontract, cede, assign, transfer, encumber, delegate or share any of its obligations under this Agreement without the prior written consent of the Scheme.

21. Discrimination

The Provider agrees to provide services to Insured Members within the normal scope of the Provider's medical practice. These services shall be accessible to Insured Members, and made available to them, without limitation or discrimination and in accordance with accepted medical and professional practices and standards.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**For and on behalf of:
THE scheme.**

Date

Signature

Name

Title

In the Presence of:

Name.....

Signature.....

Address.....

**For and on behalf of:
THE PROVIDER**

Date

Signature

Name

Title

In the Presence of:

Name.....

Signature.....

Address.....

ANNEX D

COST CONTAINMENT GUIDELINES

1. The Provider agrees to provide health care service in conformity with accepted prevailing medical practices.
2. The Provider agrees to adhere to the National Health Insurance Scheme Tariff and Medicines List.
3. The Provider agrees not to bill separately for components of a procedure to increase reimbursement.
4. The Provider agrees to allow Utilization Review Representatives of the Scheme or the National Health Insurance Authority access to relevant records for the purpose of reviewing utilization of services by Insured Members.
5. The Provider agrees to promote and implement the aggressive treatment of Insured Members that will encourage the timely return to a quality standard of life.
6. The Provider agrees to **ONLY** provide those services actually necessary to effectively treat Insured Members and **ONLY** provide treatment that does not constitute “maintenance care”. Maintenance care is defined as treatment that has no definable condition and the treatment goal is only to maintain the Insured Member’s condition of health. The Provider agrees to **ONLY** perform those tests which are needed to properly diagnose and treat Insured Members.