



**IMO STATE HEALTH INSURANCE AGENCY  
(IMSHIA)**

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**IMO STATE HEALTH INSURANCE AGENCY (IMSHIA)**

**AND**

**HEALTH CARE PROVIDERS**

.....

**Serial No:..... Date: ..... Time: .....**

**THIS AGREEMENT** is hereby entered, this .....day of .....20.....

**BETWEEN**

**Imo State Health Insurance Agency (IMSHIA)** whose registered office address is ..... herein represented by its Executive Secretary, (.....) and (hereinafter referred as “**The Scheme**”, which expression shall where the context so admit shall include and deemed to include its Administrators Agents Staff and / or its Representative) of the one part

**AND**

.....  
whose Medical Health Registered Name and Address are .....  
(Hereinafter referred as “**The Provider**”, which expression shall where the context so admit shall include and deemed to include its Administrators Agents and / or its representatives) of the other part.

**WHEREAS:**

1. The scheme is empowered under the laws of Imo State (Imo State Law No.4, 2018), to contract health care providers, desirous and capable of providing quality health care services for the beneficiaries/enrollees of the scheme.
2. The provider must be a facility established and reorganized for health care services, duly accredited by the agency, selected and approved by National

Health Insurance Authority (NHIA) with Facilities capable of providing quality health care services for beneficiaries/enrollees.

**1.00. VITAL DEFINITION**

**1.01. Capitation** means a prospective payment to a health care provider for a given population over a period of time on defined services covered.

**1.02. Enrollee** means principal contributor, his or her spouse and children who are entitled to benefit under the scheme.

**1.03. Imo State Health Insurance Agency (IMSHIA)** Means the agency in Imo State established to oversee the running of the scheme as well as manage the provision of health care services through accredited health care providers.

**1.04. Health Care Providers** means a facility duly licensed to practice medicine by the state authority, accredited and selected and also approved by the Scheme to provide covered services at all levels of health care delivery system.

**1.05. Covered services** shall be as described in the IMSHIA Operational guidelines and benefit package

**1.06. Quality Health Care, care that ensures complete physical, mental and social well being**

**NOTE:** All terms used in this agreement shall retain the same meanings as already assigned to it in the Act/ the law and operational guidelines of IMSHIA.

**2.01. THE PARTIES HEREBY AGREED AS FOLLOWS;**

**2.02. Health care Provider shall:**

- (a) Keep and maintain a register of enrollees with the Provider;
- (b) Promptly and without discrimination receive and treat all enrollees and their covered dependent relatives in line with national and state treatment

protocols;

- (c)** Prescribe drugs for a whole course of treatment required for the patients/enrollees till full recovery;
- (d)** Not to receive, be consulted or treat enrollees as a feepaying patient;
- (e)** Not to solicit, collect or charge any fee from an enrollee in addition to the fees payable by IMSHIA;
- (f)** Keep and maintain standard medical records in a prescribed form and manner, and make regular returns to IMSHIA;
- (g)** Without prejudice to paragraph (f) above, provider shall forward data in a prescribed form to IMSHIA where the contributor/enrollee ceases to be registered with the Provider or is sent to a new Provider, (appropriate notification should be forwarded to IMSHIA), within 30 days.
- (h)** Refer enrollees to only accredited secondary and tertiary facilities, approved by the Scheme with an authorization code;
- (i)** Notify all births and deaths to the appropriate authority on prescribed documents supplied or issued by IMSHIA;
- (j)** Exercise due care diligence, and skill required in the discharge of health care responsibilities to the enrollees and their covered dependents so as to achieve the main objective of the Scheme;
- (k)** Permit officers and representatives of IMSHIA, due rights to enter into any part of the Health Care Provider's premises for the purpose of monitoring/inspection of facilities for quality assurance and also ensure standard medical records are maintained in respect of each or all enrollees thereafter make extracts there from.
- (l)** Except as it relates to the need of security agencies which shall be with the

consent of the Executive Secretary, otherwise all providers/ their officers and agents shall treat official information obtained from IMSHIA as confidential.

- (m)** Submit an encounter data for all services rendered and present to the scheme statistics of services and monthly effects for documentation.
- (n)** Keep all medical records of enrollees confidential except where required for public interest or for security purposes after due approvals from IMSHIA.
- (o)** A provider shall bear full responsibilities of any lawful damages, proved by enrollee against IMSHIA, resulting from the negligence of the provider for which the provider has no reliable defense.
- (p)** Provider shall arrange (in event of health workers industrial action) for the provision of covered services within the scope of provider's practice that are required by enrollees in accordance with the terms of this agreement and as set out in the benefit package of IMSHIA.
- (q)** In case of Health workers industrial action, provider shall arrange for the protection of enrollee's health interest within the period covered, in accordance with the term of this agreement as already set out in the benefit package of IMSHIA.
- (r)** In the case of (b) above, the provider is not entitled to further compensation than the much already received by the initial provider as Capitation.
- (s)** Not to bill enrollees for covered Services under any circumstance.
- (t)** Provider shall notify for approval from IMSHIA, all referrals to higher level of care of enrollees through agreed channels. However, in case of emergencies, the patient/enrollee can be referred and IMSHIA must be

notified within 48 hours. Where this notification fails the Head of Standards and Quality Assurance Department must be notified for necessary administrative actions.

- (u) The Provider shall maintain 24 hours computer internet connectivity to enhance connectivity with IMSHIA e-policy.
- (v) Health care Providers **must** enroll their staff in any of IMSHIA's programmes as enshrined in IMSHIA law 2018. This is an irreducible minimum requirement for participation in all IMSHIA programmes.
- (w) Providers must provide two bank accounts of which one must be for unbundled capitation fees for drugs. The percentage for drugs will be monitored strictly by IMSHIA for compliance to stop out of stock syndrome.

**3.00. Imo State Health Insurance Agency (IMSHIA) shall be responsible for the followings;**

- a) Payment of capitation to health care providers for number of enrollees which shall be made prospectively at least 30 days before accessing care. In event of delay, IMSHIA will administratively explain to the provider, the reasons for the delay and suggest solution to the best interest of the parties and enrollees.
- b) Agreed secondary services tariff will be paid not more than 30 working days from the date of submission of claims by the providers. However, all claims not submitted within 30 working days of the discharge of the enrollees will not be processed.
- c) In event that the reason for the late submission is a fault from IMSHIA, the agency will administratively handle the claims issue to the best interest of the parties.

- d) Enrollees must continue Quality Assurance (QA) visits to the providers for efficient and effective service delivery.
- e) Arrange an avenue for regular meetings with the Providers with a view to maintaining standards based on the operational modalities.
- f) Organize enrollee forum and educate them on the operations of the Scheme.
- g) Except as it relates to misconduct and required by security or regulatory body, IMSHIA, their officers and agents shall treat any information obtained in respect of provider as confidential.
- h) Provide secondary service authorization code to the Health Care Provider before rendering Services.
- i) Provide e-support to the Providers in line with electronic-IMSHIA policy at a shared cost with the provider

#### **4.00. HEALTH CARE SERVICES**

The health care provider shall provide healthcare services to their enrollees as covered in the IMSHIA operational guidelines and benefits package

#### **5.00. NECESSARY FEES**

The Health care Provider shall be entitled to:

- (a) Capitation fee on every enrollee registered with it at the rate of Five Hundred Naira (~~₦~~500) per person per month.
- (b) The fee payable may be subject to periodic review as the parties may deem necessary after an actual analysis of the benefits.

#### **6.0 ARBITRATION**

Disputes in respect of any matter connected with or in relation to the performance of this agreement, shall be first mutually handled, and where mutual arrangement fails the parties shall be referred to Arbitration Board/panel as provided by the Act.(see paragraph 32 (1) (2) of the Act.

## **7.0 WAIVER OF CLAIMS**

The Health Care Provider shall not assert against the IMSHIA, it's Management, Officials and authorized Agents any claim on account of injury to person or damage to property arising out of the conduct or operation of the Health Care Provider.

## **8.0 INDEMNITY**

The parties hereto shall indemnify each other, their authorized Agents for and against all claims, damages, loss and expenses (including Solicitors' fee and cost) arising out of or resulting from any breach or violation of this agreement or claim.

## **9.0 DURATION**

This agreement shall remain valid from the date it is executed for a period of two years (subject to renewal).

## **10.0 TERMINATION**

Either party shall have the right to terminate this agreement by giving three (3) months' notice in writing of its intention to do so to the other party. The termination of this agreement for any reason shall not affect the party's accrued interest, rights and fees. However, where the termination of SLA is based on public interest, IMSHIA will do so without any notification.

## **11.0 AMENDMENT**

Modification of this agreement may be initiated by IMSHIA or an interested party



which as may be approved by the authorities of the IMSHIA.

**12.0 APPLICATION OF THE LAW**

Without prejudice, the Service Level Agreement is a secondary law. Thus, the position the IMSHIA Act 2018 which is the primary law supersedes any position of this document

**INWITNESS WHEREOF**, the parties hereunto set their respective hands and seals the date and year first above written.

**SIGNED, SEALED AND DELIVERED** by the within named **SCHEME AND PROVIDER**

**(By the IMO STATE HEALTH INSURANCE AGENCY)**

\_\_\_\_\_  
Name.....

**(HEALTH CARE PROVIDER )**

\_\_\_\_\_  
Name.....  
**(EXECUTIVE SECRETARY MSHIA)**

**IN THE PRESENCE OF: (WITNESSES)**

**1. Signature .....**

**Name .....**

**Occupation/Office.....**

**Address .....**

**2. Signature .....**

**Name .....**

**Occupation/Office.....**

**Address .....**

**3. Signature .....**

**Name .....**

**Occupation/Office.....**

**Address .....**