



## **MEMORANDUM OF AGREEMENT**

Made and entered into by and between:

**MAISHA HEALTH FUND (PVT) LTD Vurayai Mukwazhe (Sales Manager)**  
(herein represented by)

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(hereinafter referred to as "the Fund Manager")  
of the first part

And

**Of**

**Cell No**

**AFHoZ no.**

2  
(herein represented by)

(hereinafter referred to as “the Service Provider”)  
of the second part **RECITALS**

- A **MAISHA HEALTH FUND** operates and manages Medical and Dental Benefit Funds designed amongst other things to cover medical and health care expenses of members of Medical Benefit Funds under its management.
- B The “Service Providers” is a \_\_\_\_\_ registered to practice as such as well as render the services of a diagnostic nature in terms of the laws of Zimbabwe.
- C **MAISHA HEALTH FUND** and the Service Provider are desirous of entering into an agreement in terms of which the “Service Provider” shall offer professional medical care services to members of **MAISHA HEALTH FUND**.

**THE PARTIES RECORD THAT THEY HAVE AGREED** as follows:

1. **APPOINTMENT**

**MAISHA HEALTH FUND** hereby appoints the Service Provider to offer health care services to MAISHA HEALTH FUND members.

2. **UNDERTAKINGS OF THE FUND**

Maisha Health Fund P/L agrees and undertakes as follows:

- 2.1 In the absence of an Electronic Switch to facilitate immediate payment for services, MAISHA HEALTH FUND shall pay for the medical services upon presentation of claim schedules in respect of members’ claims by the Health Care Service Provider within a period of fourteen (14) working days of receipt. Claims submitted after three (3) months from the treatment date will not be honoured as they will be deemed to have expired.
- 2.2 All claims shall be subjected a full adjudication process.

2.3 MAISHA HEALTH FUND shall pay 100% of the Median AHFoZ tariff cost for Classic and Classic Plus plans members in accordance with the service provider's association tariff and provided that all terms and conditions of the agreement have been met.

2.4 MAISHA HEALTH FUND shall pay 100% of the Median AHFoZ tariff cost for Standard plan members in accordance with the service provider's association tariff and provided that all terms and conditions of the agreement have been met.

2.5 MAISHA HEALTH FUND shall pay 100% of the Median AHFoZ tariff cost for Active plan members in accordance with the service provider's association tariff and provided that all terms and conditions of the agreement have been met.

2.6 MAISHA HEALTH FUND shall pay 100% of the Median AHFoZ tariff cost for Vitality plan and any other plan being operated by Maisha Health Fund for members in accordance with the service provider's association tariff and provided that all terms and conditions of the agreement have been met.

2.7 MAISHA HEALTH FUND shall pay 100% of the Median AHFoZ tariff cost for Zest plan members in accordance with the service provider's association tariff and provided that all terms and conditions of the agreement have been met.

2.8 In the event of services costs exceeding the beneficiary or member's limit, MAISHA HEALTH FUND will meet these where authority for the procedure has been sought prior to the procedure being carried out and on requisite arrangements being made with the member.

2.9 MAISHA HEALTH FUND shall be responsible for providing and installing Electronic Switch equipment to facilitate the use of Fund members' Electronic Smart Cards to facilitate electronic payment of service fees, at the premises of the Service Provider.

2.10 MAISHA HEALTH FUND shall be responsible for providing maintenance of the system and its upgrades as well as running of the backup system.

### **3 RESPONSIBILITIES OF THE HEALTH CARE SERVICE PROVIDER**

**The Service Provider shall be responsible for the following:**

3.1 Rendering professional medical care services and carrying out all activities incidental to the medical diagnosis and treatment of MAISHA HEALTH FUND members and beneficiaries who request such services or are referred to the Service Provider in accordance with their operating licence.

3.2 Ensuring authorisation with MAISHA HEALTH FUND before a procedure that is performed provided that it is not an emergency. Validity and subscription status of a Maisha Health Fund member can be confirmed by logging on to the available Maisha Health Fund portals or by telephoning Maisha Health Fund for confirmation.

3.3 Preparation and submission of weekly summary schedules in respect of claims for the Fund members and beneficiaries to MAISHA HEALTH FUND attention. This shall be required where an Electronic Smart Card Machine has not yet been installed at the "Service Provider's" premises of business.

3.4 Submission of all claims to be done within 3 months of treatment after which MAISHA HEALTH FUND ceases to be liable for payment

3.5 Ensuring the security of all the equipment belonging to MAISHA HEALTH FUND that is:


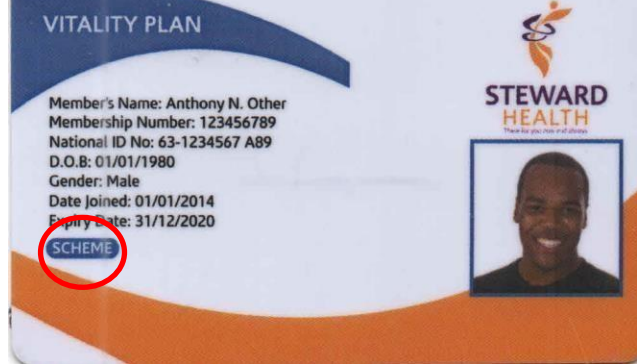
3.6 The "Service Provider" shall not dispose of or sell the Fund's equipment or mortgage it or commit it or give guarantees on behalf of MAISHA HEALTH FUND or make any expenditure without the consent of the Fund.

3.7 Rendering professional medical care services and carrying out all activities incidental to the medical diagnosis and treatment of MAISHA HEALTH FUND members and beneficiaries who request such services or are referred to the Service Provider in accordance with their operating licence.

The Maisha Health Fund members belong to one of the following two generic plans:

**FUND and MAIN / SCHEME**

- 3.8 Plans annotated as **FUND** at the bottom left of the card or likewise in the Holistic Insurance Platform (HiP) are entitled to receive services at the service providers at full cost. In other words the member is covered in full and there is no co-payment or shortfall.
- 3.9 Plans annotated as **SCHEME** at the bottom left of the card or **MAIN** in are entitled to receive services as ratified by Maisha Health Fund. Members on Plans annotated as **SCHEME** are likely to incur co-payments or shortfalls depending on the service provider's tariffs. It shall be the responsibility of the service provider to claim the shortfall or co-payment from the member before providing services.

FUND	SCHEME
 <p>CLASSIC PLAN</p> <p>Member's Name: Anthony N. Other  Membership Number: 123456789  National ID No: 63-1234567 A89  D.O.B: 01/01/1980  Gender: Male  Date Joined: 01/01/2014  Expiry Date: 31/12/2020</p> <p><b>FUND</b></p> <p>STEWARD HEALTH  Thank for you care and always</p>	 <p>VITALITY PLAN</p> <p>Member's Name: Anthony N. Other  Membership Number: 123456789  National ID No: 63-1234567 A89  D.O.B: 01/01/1980  Gender: Male  Date Joined: 01/01/2014  Expiry Date: 31/12/2020</p> <p><b>SCHEME</b></p> <p>STEWARD HEALTH  Thank for you care and always</p>

- 3.10 Ensuring authorisation with MAISHA HEALTH FUND before a procedure that is performed provided that it is not an emergency. Validity and subscription status of a Maisha Health Fund member can be confirmed by logging on to the available Maisha Health Fund portals or by telephoning Maisha Health Fund for confirmation.
- 3.11 Preparation and submission of weekly summary schedules in respect of claims for the Fund members and beneficiaries to MAISHA HEALTH FUND's attention. This

shall be required where an Electronic Smart Card Machine has not yet been installed at the "Service Provider's" premises of business.

3.12 Submission of all claims to be done within 3 months of treatment after which MAISHA HEALTH FUND ceases to be liable for payment

3.13 Ensuring the security of all the equipment belonging to MAISHA HEALTH FUND that is:

The "Service Provider" shall not dispose of or sell the Fund's equipment or mortgage it or commit it or give guarantees on behalf of MAISHA HEALTH FUND or make any expenditure without the consent of the Fund.

#### **4. Remuneration**

The remuneration model shall operate as follows:

4.1 Maisha Health Fund shall pay claims up to fourteen (14) working days from the date of submission by the Service Provider. The payment of each claim will be based on the generic plans as detailed in clauses 3.3, 3.4, 3.5, 3.6, 3.7, 4.2 and 4.3 of this agreement.

4.2 Any payments made by Maisha Health Fund to the Healthcare Service Provider in respect of processed and confirmed claims shall be subject to withholding tax of 10% should the Healthcare Service Provider not produce a tax clearance ITF263. The Healthcare Service Provider agrees that Maisha Health Fund, at its sole discretion, may not effect any payment unless proper documents are submitted, and Maisha Health Fund shall withhold any taxes on payments to the Healthcare Service Provider when so required by law. Further, the Healthcare Service Provider shall indemnify and hold Maisha Health Fund from any liability resulting from failure by it or its subcontractors or suppliers to make timely payments of, or to pay any of or all such taxes.

4.3 The service provider shall use remittance advices to set off each paid claim. The Healthcare Service provider agrees not make wholesale set offs of claims as will affect the reconciliation of the account.

4.4 The Healthcare Service provider should share a schedule of all claims that they believe are unpaid for reconciliation by Maisha Health Fund at least once every three months. Where a claim has not been followed up for a period extending more than one year from the prescription date, Maisha Health Fund will not accept liability for settlement of such claims

5. **EFFECTIVE DATE**

This Agreement shall commence on the \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ on the execution of a signature by the last party to sign.

This Agreement shall be in operation twelve months from the commencement date upon which the parties may renew it on such terms and conditions as are agreed to.

6. **REMUNERATION OF THE SERVICE PROVIDER**

The Service Provider shall be remunerated for services rendered to the MAISHA HEALTH FUND members by The Fund in terms of Clauses 3, 4 and 5 above and according to the service provider's association tariff which in this case is the agreed tariff.

7. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement on giving to the other three (3) Calendar months' notice in writing of its intention so to terminate.

8 **ARBITRATION**

8.1 Dispute between the parties arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination shall

be referred to and finally resolved by arbitration. The parties hereby irrevocably agree that the decision of the arbitrator in any such arbitration shall be final and binding upon each of them.

8.2 The parties shall choose the arbitrator. In the event that the parties are unable to agree on the appointment of the arbitrator, the Commercial Arbitration Centre in Harare shall make the appointment on the written request of either of the parties.

8.3 Notwithstanding that the place of arbitration shall be Harare, the parties may agree, or failing such agreement the arbitrator may direct, that any hearing or proceedings be held elsewhere.

8.4 The language to be used in the arbitration proceedings shall be English.

8.5 In determining any dispute between the parties, the law of Zimbabwe shall be applicable.

8.6 The Commercial Arbitration Centre in Harare shall administer any arbitration in terms of this clause. The administrative procedures and schedule of costs of the commercial Arbitration Centre in Harare in force at the time of the commencement of the arbitration shall be applicable.

SIGNED AT HARARE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

**(For and on behalf of The Service Provider)**

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

Title:\_\_\_\_\_

Signature\_\_\_\_\_

**As Witnesses**

1. Full Name \_\_\_\_\_

Title:\_\_\_\_\_

Signature\_\_\_\_\_

2. Full Name \_\_\_\_\_

Title:\_\_\_\_\_



Signature\_\_\_\_\_

(For and on behalf of **MAISHA HEALTH FUND (PVT) LIMITED** S/he being duly empowered by resolution of the Board of Directors)

3. Full Name \_\_\_\_\_

Title:\_\_\_\_\_

Signature\_\_\_\_\_

**As Witnesses**

1. Full Name \_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_

Signature\_\_\_\_\_

2. Full Name \_\_\_\_\_

Title:\_\_\_\_\_

Signature\_\_\_\_\_

SIGNED AT HARARE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_