



MEMORANDUM OF AGREEMENT FOR THE PROVISION OF PHARMACEUTICAL DRUGS TO MAISHA HEALTH FUND MEMBERS

Entered into by and between:

Maisha Health Fund (Private) Limited, a company incorporated/registered according to the laws of Zimbabwe, (Hereinafter called ‘Maisha Health Fund’) and

a Pharmaceuticals retailer **practicing** according to the laws of Zimbabwe, (Hereinafter called “Pharmacy “)

The parties agree as follows: -

1. Definitions

- 1.1. **“Effective Date”** means date of signing by the party who signs last.
- 1.2. **“Holistic Insurance Portal”** means a secure web based portal, which a registered and bona fide Healthcare Service Provider can log into to view information including but not limited to Maisha Health Fund member account and benefit status and the Pharmaceutical retailers transactions with Maisha Health Fund.
- 1.3. **“Member”** means a beneficiary of and for whom medical aid cover is provided by Maisha Health Fund.
- 1.4. **“Prescribed Drug”** means a pharmaceutical drug that legally requires a prescription from a health-care professional in order to be dispensed.
- 1.5. **“Over the counter drug”** means a pharmaceutical drug that legally can be sold directly to a customer without a prescription from a health-care professional.



2. Purpose of Agreement

The purpose of this agreement is to formalize provision of Pharmaceutical Drugs by -----to Maisha Health Fund members.

3. Pharmacy Obligations

----- shall be responsible for the following:

- 4.1 Confirm validity and subscription status of a Maisha Health Fund member before providing services. To this end the Pharmacy shall log on to the available Maisha Health Fund portals or telephone Maisha Health Fund for confirmation.
- 4.2 Dispense, pharmaceutical drugs to Maisha Health Fund members that provide coherent prescription and membership details in line with the Maisha Health Fund plans as denoted either on the members' card or on the Holistic Insurance Platform (HiP) portal. The two generic plans are **FUND** and **MAIN / SCHEME**
 - 4.2.1 Plans annotated as **FUND** at the bottom left of the card or likewise in HiP are entitled to receive medicines at the Pharmaceutical retailers full cost. In other words the member is covered in full and there is no copayment or shortfall.
 - 4.2.2 Plans annotated as **SCHEME** at the bottom left of the card or **MAIN** are entitled to receive medicines at the Drug file prices ratified by Maisha Health Fund. The price list applicable from time to time shall be availed in a secure form by Maisha Health Fund. Members on such plans are likely to incur co-payments or shortfalls. It shall be the responsibility of the Pharmaceuticals retailer to claim the shortfall or copayment from the member before dispensing medicines.
- 4.3 Dispense medicines including Over the Counter drugs on a valid Doctor's prescription at **no co-payment** only to plans annotated as FUNDS on the membership card or under FUNDS in the HiP portal.

<i>Dispense OTC on Drs Prescription</i> ✓	<i>Do not dispense OTC even on Drs Prescription</i> ☒
FUND	SCHEME
	

- 4.4 Submit claims to Steward to Maisha Health Fund within ninety (90) days of dispensing medicines. The submission of claims will be manual until such a time as an Electronic Data Interchange (EDI) platform for submission of claims is availed by Maisha Health

Fund. Maisha Health Fund will not honour claims submitted after ninety (90) days of dispensing medicines as they will be deemed as stale.

4.5 Avail a claim submission list for each batch of claims submitted to Maisha Health Fund. Maisha Health Fund will acknowledge receipt of claims by date stamping and signing for all claims received. The Pharmacy will keep the claim submission form as proof of submission.

4.6 Provide Maisha Health Fund with any clarification required, be in written or oral for the processing of submitted claims.

5. Maisha Health Fund's Obligations

Steward Heath shall be responsible for the following:

5.1 Pay claims submitted for all bona fide members at the agreed payment regime for the FUNDS or MAIN plans as per clause 4.2. 1 and 4.2.2.

5.2 Pay claims as explained in clause 6 of this agreement.

5.3 Provide a remittance advice for each payment made within 30 days of receipt of claims.

5.4 Attend to claims queries and provide written responses to the Pharmacy's claims queries within seven (7) working days.

6. Remuneration

The remuneration model shall operate as follows:

6.1 Maisha Health Fund shall pay claims up to fourteen days (14) days from the date of submission by the Pharmacy. The payment of each claim will be based on the generic plans as detailed in clauses 4.2.1 and 4.2.2 of this agreement.

6.2 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 affect 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 harmless 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.

6.3 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.

6.4 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

7. Commencement and Duration

This agreement shall run for a period of 6 (six) months starting from the Effective Date and shall automatically renew for another similar term unless either party gives a written notice of termination of contract in accordance with the provisions of this Agreement.

8. Settlement of disputes

Any dispute or disagreement arising between the parties hereto in connection with this Agreement, or interpretation of the provisions hereof shall –

- a) if not amicably settled by the parties hereto through negotiation within thirty (30) days of such dispute or disagreement arising; and
- b) upon at least seven (7) days written notice given by either party to the other; be referred for determination and settlement to arbitration in accordance with the Arbitration Act (Chap 7:15) as amended from time to time.

9. Domicilium Citandi Et Executandi

The parties hereto choose as domicilium citandi et executandi for notice and the service of all processes the following addresses: -

Maisha Health Fund (Private) Limited:

5th Floor 101 Union Avenue Building

Kwame Nkrumah

Harare

Pharmacy Branch Names & AHFoZ Numbers -----

Official Address.....

10. Jurisdiction

This Agreement shall be governed by Zimbabwean law. The parties will submit to the exclusive jurisdiction of the courts of Zimbabwe.

11. Confidentiality

Other than in the normal course of business, neither party shall without the prior consent of the other, disclose or publish for any purpose the terms of this agreement, or disclose, publish or make use for its own or any purpose, any confidential information that may come to its knowledge as a result of the discussions in terms of this agreement or relating to any of the contents of this agreement, its knowledge as a result of the discussions in terms of this agreement or relating to any of the contents of this agreement.

12. Cession

Neither party may cede any of its rights, delegate or assign any of its obligations in terms of this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

13. Force Majeure

The parties shall not be liable to each other for delay in performing obligations or for the failure to perform obligations in terms of this agreement if the delay or failure results

from any cause beyond the control of that party including (but not limited to) fire, accident, explosion, flood, industrial dispute, failure of equipment or services supplied or any Government action. If the act of *force majeure* persists for a period of thirty (30) days, either party may terminate this agreement upon seven (7) days' notice to the other party.

14. Termination

- a. Either party has the right to terminate, without any liability or damages of any kind, at any time and for any reason, by giving ninety (90) days' written notice to the other.

- b. Either party shall have the right at any time to terminate the Agreement forthwith should any of the following events occur:
 - (a) If any of the parties commits a breach of the terms or conditions of this Agreement all of which are declared to be material and fails to remedy the breach within seven (7) days' of receiving a notice from the other party; and/or

 - (b) If any or both the parties is liquidated, becomes bankrupt, insolvent, or there is an amalgamation or substantial change in the shareholding or compounds with its creditors or suffers any similar action in consequence of its debt or if it enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt.

14. Modifications, Amendments, Changes and Variations

14.1 Either party may at any time give one (1) month notice to negotiate to vary, change or amend these terms and conditions. Upon such negotiations and agreement, the parties will be bound by such variation. Should the parties fail to agree on a material point in such negotiations either party may terminate the agreement on giving thirty (30) days written notice.

14.2 No warranties or representations made by either party to the other shall be construed to be waiver except as indicated by a written agreement embodying same.

14.3 No failure, delay, relaxation or indulgence on the part of either of the parties in the exercise of any powers

or rights conferred on it in terms hereof shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right in terms of this agreement.

Signed at on this day of 2019

For & on Behalf of Maisha Health Fund (Pvt) Ltd

**For & on Behalf of -----
(Pharmacy)**

Name.....

Name.....

Signature.....

Signature.....

Designation.....

Designation.....

Date

Date.....

Witness:

Witness:

Name.....

Name.....

Signature.....

Signature.....

Designation.....

Designation.....

Date

Date.....

Pharmacy Contacts:

Name:.....

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Contact.....

Email address.....