

NATIONAL HEALTH INSURANCE SCHEME



OPERATIONAL GUIDELINES

OCTOBER, 2005

National Health Insurance Scheme

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Preface

OUR VISION

A strong, dynamic and responsive National Health Insurance Scheme that is totally committed to securing universal coverage and access to adequate and affordable healthcare; in order to improve the health status of Nigerians, especially for those participating in the various programmes/products of the Scheme.

OUR MISSION

Our mission is to facilitate fair-financing of healthcare costs through pooling and judicious utilization of financial resources to provide financial risk protections and cost-burden sharing for people, against high cost of healthcare, through various prepayment programmes/products prior to their falling ill. This is in addition to providing regulatory oversight to Health Maintenance Organizations (HMOs) and participating Healthcare Providers.

I. GUIDELINES FOR THE OPERATIONS OF THE FORMAL SECTOR SOCIAL HEALTH INSURANCE PROGRAMME

1. Definition

The Formal Sector Social Health Insurance Programme is a social health security system in which the health care of employees in the Formal Sector is paid for from funds created by pooling the contributions of employees and employers.

The Formal Sector consist of the following:

- Public Sector
- Organised Private Sector
- Armed Forces, Police and Allied Services
- Students of Tertiary Institutions and
- Voluntary Contributors

GUIDELINE FOR PUBLIC SECTOR AND ORGANIZED PRIVATE SECTOR

1.2 Membership

Employees of the public and organized private sector employing ten (10) or more persons shall participate in the Programme.

1.3 Contributions

Contributions are earnings-related. The employer pays 10% while the employee pays 5%, representing 15% of the employee's basic salary. However, the employer may decide to pay the entire contribution. In accordance with the existing contractual agreement between employers and employees, especially in the organized private sector, an employer may undertake extra contributions for additional cover to the benefit package.

1.4 Waiting Period

There shall be a processing (waiting) period of sixty (60) days before a participant can access services.

1.5 Scope of Coverage

The contributions paid cover healthcare benefits for the employee, a spouse and four (4) biological children below the age of 18 years. More dependants or a child above the age of 18 would be covered on the payment of additional contributions from the

principal beneficiary. However children above 18 years who are in tertiary institution will be covered under Tertiary Insurance Scheme.

1.6 Benefit Package

Healthcare providers under the Scheme shall provide the following benefit package to the contributors:

- i) Out-patient care, including necessary consumables;
- ii) Prescribed drugs, pharmaceutical care and diagnostic tests as contained in the National Essential Drugs List and Diagnostic Test Lists;
- iii) Maternity care for up to four (4) live births for every insured contributor/couple in the Formal Sector Programme;
- iv) Preventive care, including immunization, as it applies in the National Programme on Immunization, health education, family planning, antenatal and post-natal care;
- v) Consultation with specialists, such as physicians, pediatricians, obstetricians, gynaecologists, general surgeons, orthopaedic surgeons, ENT surgeons, dental surgeons, radiologists, psychiatrists, ophthalmologists, physiotherapists, etc.;
- vi) Hospital care in a standard ward for a stay limited to cumulative 15 days per year. Thereafter, the beneficiary and/or the employer pays. However the primary provider shall pay per diem for bed space for a total 15 days cumulative per year.
- vii) Eye examination and care, excluding the provision of spectacles and contact lenses;
- viii) A range of prostheses (limited to artificial limbs produced in Nigeria); and
- ix) Preventive dental care and pain relief (including consultation, dental health education, amalgam filling, and simple extraction).

Note: All Providers are expected to provide counselling as an integral part of quality care.

1.7 Registration of Employers and Employees

- (a) Every employer shall register with the NHIS, upon which a registration number shall be allotted to it by the Scheme.
- (b) Every employer shall appoint an NHIS-registered Health Maintenance Organisation (HMO) of their choice.
- (c) Every registered employer shall supply the following information to the Scheme and to the appointed HMO:
 - (i) Name of employer,
 - (ii) Category of employer (public or private),

- (iii) Management structure of the organization, and
 - (iv) Staff lists, including basic salaries.
- (d) The employee shall register self, a spouse and four (4) biological children below the age of eighteen (18) years with the Scheme.

2. GUIDELINES FOR THE ARMED FORCES, POLICE AND ALLIED SERVICES

2.1 DEFINITION

The Armed Forces, Police and Allied Services Social Health Insurance Programme is a social security system where the health care of members is paid for by the Federal Government.

2.2 MEMBERSHIP

All members of the Armed Forces, the Nigeria Police Force, Nigerian Customs Service, Nigerian Immigration Service, Nigerian Prisons Service and other Federal uniformed services.

2.3 CONTRIBUTION

Contributions to be paid are earnings related. This currently equates to 15% of the basic salary of the participants. The Federal Government shall be responsible for payment of the contributions.

2.4 SCOPE OF COVERAGE

The contributions paid on behalf of a participant under this Programme covers provision of health benefits for the participant, five dependants consisting a spouse, four children below the age of 18 years.

2.5 BENEFIT PACKAGE

The benefits derivable to participants and their dependants include the following:

- Outpatient care (including consumables)
- Prescribed generic drugs, pharmaceutical care as contained in the National Essential Drug List;
- Diagnostic tests as contained in the Diagnostic Tests List
- Maternity care for up to four (4) live births for every insured contributor/couple;
- Preventive care including immunisation as it applies in the National Programme on Immunisation, health education, family planning, antenatal and post-natal care;
- Consultations with specialists, such as physicians, paediatricians, obstetricians, gynaecologists, general surgeons, orthopaedic surgeons, ENT surgeons, dental surgeons, radiologists, psychiatrists, ophthalmologists, physiotherapists, etc.;

- Hospital care in a standard ward for a stay limited to a cumulative of 28 days stay (after the 15 days covered by capitation), for physical and mental disorders. Thereafter the beneficiary or the Federal Government pays;
- Eye examination and care, excluding the provision of spectacles and contact lenses;
- A range of prostheses (limited to artificial limbs produced in Nigeria); and
- Preventive dental care and pain relief (including consultation, dental health education, amalgam filling, and simple extraction).

Note: All Providers are expected to provide counselling as an integral part of quality care.

3. GUIDELINES FOR STUDENTS IN TERTIARY INSTITUTIONS

3.1 DEFINITION

Social Health Insurance Programme for students in Tertiary Institutions is a social security system where the health care of students is paid for from funds created by pooling of contributions of participating students and Institutions.

3.2 MEMBERSHIP

Membership is for students (full and part-time) of Federal, State and Private Tertiary Institutions.

3.3 CONTRIBUTION

Institutions and students will contribute an actuarially determined rate always at the point of payment of School fees.

3.4 SCOPE OF COVERAGE

Contribution paid entitles participating student to a health care benefit package shown below.

3.5 BENEFIT PACKAGE

The benefits derivable to participants include the following:

- i) Out-patient care, including necessary consumables;
- ii) Prescribed drugs, pharmaceutical care and diagnostic tests as contained in the National Essential Drugs List and Diagnostic Test Lists;
- iii) Maternity care for up to four (4) live births for every insured contributor.

- iv) Preventive care, including immunization, as it applies in the National Programme on Immunization, health education, family planning, antenatal and post natal care;
- v) Consultation with specialists, such as physicians, pediatricians, obstetricians, gynaecologists, general surgeons, orthopaedic surgeons, ENT surgeons, dental surgeons, radiologists, psychiatrists, ophthalmologists, physiotherapists, etc.;
- vi) Hospital care in a standard ward for a stay limited to cumulative 15 days per year. Thereafter, the beneficiary and/or the employer pay. However the primary provider shall pay per diem for bed space for a total 15 days cumulative per year.
- vii) Eye examination and care, excluding the provision of spectacles and contact lenses;
- viii) A range of prostheses (limited to artificial limbs produced in Nigeria); and
- ix) Preventive dental care and pain relief (including consultation, dental health education, amalgam filling, and simple extraction).

Note: All Providers are expected to provide counselling as an integral part of quality care.

ADMINISTRATION

All Tertiary Institutions shall remit the contribution of both the student and the institution to the NHI Fund at the beginning of each academic year. The NHIS will appoint Health Maintenance Organizations (HMOs) registered and accredited by the Scheme for the purpose of health care management. The HMO shall be responsible for paying the Provider for services rendered and shall also be responsible for maintaining quality assurance in the delivery of health care services under the programme.

Students can be registered with accredited Health Centres of the Institutions, or any public or private accredited primary health care facilities of their choice for all their health care needs.

4. GUIDELINES FOR VOLUNTARY CONTRIBUTORS

4.1 MEMBERSHIP

Membership is for interested individuals who are not currently covered by any form of social health insurance. These include:

- (a) An employer with less than ten employees in its service, or any self-employed person(s), who are not subject to the *Act* setting up the Scheme.

- (b) Retirees who wish to continue under the NHIS Formal Sector Programme.
- (c) Nigerians in Diaspora

4.2 CONTRIBUTIONS

Contributions will be paid on individual basis, monthly and in advance. Contribution shall be flat rate, which has been Actuarially determined

4.3 SCOPE OF COVERAGE

Contributions paid entitle only the participant to a health care benefit package.

4.4 BENEFIT PACKAGE

Healthcare providers under the Scheme shall provide the following benefit package to the contributors:

- i) Out-patient care, including necessary consumables;
- ii) Prescribed drugs, pharmaceutical care and diagnostic tests as contained in the National Essential Drugs List and Diagnostic Test Lists;
- iii) Maternity care for up to four (4) live births for every insured contributor/couple in the Formal Sector Programme;
- iv) Preventive care, including immunization, as it applies in the National Programme on Immunization, health education, family planning, antenatal and post-natal care;
- v) Consultation with specialists, such as physicians, pediatricians, obstetricians, gynaecologists, general surgeons, orthopaedic surgeons, ENT surgeons, dental surgeons, radiologists, psychiatrists, ophthalmologists, physiotherapists, etc.;
- vi) Hospital care in a standard ward for a stay limited to cumulative 15 days per year. Thereafter, the beneficiary and/or the employer pays. However the primary provider shall pay per diem for bed space for a total 15 days cumulative per year.
- vii) Eye examination and care, excluding the provision of spectacles and contact lenses;
- viii) A range of prostheses (limited to artificial limbs produced in Nigeria); and
- ix) Preventive dental care and pain relief (including consultation, dental health education, amalgam filling, and simple extraction).

Note: *All Providers are expected to provide counselling as an integral part of quality care.*

4.5 ADMINISTRATION

Health Maintenance Organization (HMOs) registered and accredited by the Scheme shall be responsible for collecting the contributions of participants, paying the Provider for services rendered and maintaining quality assurance in the delivery of health care services under the programme.

Registered participants are then registered with a Primary Health Care Provider who they will consult for all their health care needs.

5. CATEGORIES OF HEALTHCARE PROFESSIONALS UNDER THE NHIS

- (a) General Medical Practitioners
- (b) Specialist Medical Practitioners
- (c) Pharmacists
- (d) Nurses/Midwives
- (e) Laboratory Scientists
- (f) Radiographers
- (g) Physiotherapists
- (h) Dental Surgeons
- (i) Community Health workers

6. GENERAL REQUIREMENTS FOR HEALTH CARE PROVIDERS (HCPs)

- Possession of the relevant academic qualifications in the field of endeavour;
- Registration with the relevant professional body;
- Possession of the current licence to practice;
- Appropriate facility for service delivery;
- Registration by state authorities (where necessary); and
- Possession of malpractice insurance cover.

7. REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

- (a) *General Medical Practitioners*
 - (i) Possession of the Bachelor of Medicine, Bachelor of Surgery (MBBS) degree, or its equivalent, recognized by the Medical and Dental Council of Nigeria;
 - (ii) Registration with the Medical and Dental Council of Nigeria; and

- (iii) Possession of the current licence to practise, issued by the Medical and Dental Council of Nigeria (MDCN).

(b) *Specialist Medical Practitioners*

They include: physicians, dental surgeons, radiologists, paediatricians, psychiatrists, surgeons, gynaecologists, ENT surgeons, ophthalmologists, etc.

Possession of recognised specialist qualifications in the proposed area of practice in addition to (a) above.

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(c) *Pharmacists*

- (i) Possession of the Bachelor of Pharmacy (B.Pharm) degree or equivalent qualification, recognized by the Pharmacists Council of Nigeria (PCN); and
- (ii) Possession of the professional licence to practise, issued by the Pharmacists Council of Nigeria (PCN).

(d) *Medical Laboratory Scientists*

- (i) Possession of the Bachelor of Medical Laboratory Science (BMLS) degree or equivalent qualification, recognized by the Medical Laboratory Science Council of Nigeria (MLSCN);
- (ii) Registration with the MLSCN; and
- (iii) Possession of the current licence to practise, issued by the MLSCN.

(e) *Nurse Practitioners*

- (i) Double qualifications (i.e., Nursing and Midwifery or other specialized areas of Nursing);
- (ii) Registration by the Nursing and Midwifery Council of Nigeria (NMCN); and
- (iii) Possession of the current licence to practise, issued by the NMCN.

(f) *Radiographers and Ultrasonographers*

- (i) Possession of the Bachelor of Radiography degree, or equivalent qualification, recognized by the Nigerian Council of Radiographers (NCR);
- (ii) Registration with the NCR; and
- (iii) Possession of the current licence to practise, issued by the NCR.

(g) *Physiotherapists*

- i) Possession of the Bachelor of Science in Physiotherapy degree, or equivalent qualification, recognized by the Medical Rehabilitation Board of Nigeria (MRBN);
- ii) Registration with the MRBN; and
- iii) Possession of the current licence to practise, issued by the MRBN.

(h) *Dental Surgeons*

- (i) Possession of the Bachelor of Dental Surgery degree, or equivalent qualification, recognized by the Medical and Dental Council of Nigeria (MDCN);
- ii) Registration with the MDCN; and
- iii) Possession of the current licence to practice issued by the MDCN.

(i) *Community Health Workers*

a) *Community Health Officers*

- i) Must have completed a 12-month course for Community Health Officer course in an approved University Teaching Hospital or College of Health Technology as additional to qualification in (b) and (c) below.
- ii) Must be registered by Community Health Practitioners Registration Board of Nigeria (CHPRBN)
- iii) Possesses a current licence to practice by the CHPRBN
- iv) Must have the **Standing Orders** from Federal Ministry of Health for Community Health Officers and Community Health Extension Workers

b) *Senior Community Health Extension Workers*

- i) Must have completed a 36 month course for Community Health Extension Worker in an approved Health Institution
- ii) Must have complied with (a) ii – iv

c) *Junior Community Health Extension Workers*

- i) Must have completed a 24-month course for Junior Community Health Extension Worker in an approved Health Institution.

- ii) Must have complied with (a) ii - iv

8. REGISTRATION

Registration of Employers and Employees:

- a) Every Employer shall register with the NHIS, upon which a registration number shall be allotted to it by the Scheme.
- b) Every Employer shall appoint an NHIS registered Health Maintenance Organisation (HMO) of their choice.
- c) Every registered employer shall supply the following information to the Scheme and to the appointed HMO;
 - i) Name of Employer
 - ii) Category of Employer (Public or Private)
 - iii) Management Structure of the organization and
 - iv) Staff List, including basic salaries
- d) Employee shall register self, a spouse and four (4) biological children below the age of eighteen (18) years with the Scheme.

9. IDENTITY CARDS

- a) Identity cards shall be issued by the Scheme at a cost.
- b) It shall be replaced when necessary.
- c) It shall bear the beneficiary's name, gender, address, registration number, photograph, thumbprint, date of birth, blood group, allergies, date of issue, HMOs code, authorized signature etc.

10. POOLING OF CONTRIBUTIONS

- a) **PUBLIC SECTOR:** All contributions (Employers/Employees) shall be paid directly to the HMOs by the NHIS Fund quarterly and in advance.
- b) **PRIVATE SECTOR:** Contributions from the Private Sector shall be collected and pooled into a Private Sector Fund to be managed by fund managers identified and appointed by them, who would disburse same to accredited HMOs.

Note: The employer shall notify the Scheme immediately of any changes in its staffing position.

II. CLASSIFICATION OF HEALTH CARE PROVIDERS

1. Primary Health Care Providers

Primary Health Care Providers - First contact with the Scheme, i.e. gatekeepers. These include:

- i) Primary Health Care Centers
- ii) Comprehensive health care centers
- iii) Nursing and maternity homes (Prove of access to Medical Practitioner).
- iv) Out-patient departments of General Hospitals, Specialty Hospitals, Specialist Hospitals, Federal Medical Centers, Teaching Hospitals, Armed Forces, the Police and other uniformed services Hospitals/Clinics, University Medical Centres, and Federal Staff Clinics/Hospitals.
- v) Non-specialist private hospitals and clinics.

2. Secondary Health Care Providers

Secondary Health Care Providers provide health services on referral from Primary Providers

These include:

- i) General/Divisional Hospitals (out-patient specialist care and in-patient care for medical, surgical, paediatrics, obstetrics and gynaecology etc),
- ii) Specialist Hospitals/Reference Hospitals
- iii) Federal Medical Centres
- iv) Pharmacies
- v) Laboratories
- vi) Dental clinics
- vii) Physiotherapy clinics
- viii) Radiography centers, etc.

3. Tertiary HealthCare Providers

Tertiary Health Care Providers provide health services on referral from primary and secondary levels.

These include:

- i) Teaching hospitals ;
- ii) Specialist hospitals,
- iii) Specialty/specialized hospitals (orthopedic, psychiatric, etc),

- iv) Federal medical centres, and
- v) Military reference hospitals.

III. FACILITY AND PERSONNEL REQUIREMENTS FOR THE PRIMARY HEALTH CARE PROVIDER

1. FACILITY REQUIREMENTS:

The following minimum features shall be provided at a Primary Health Care Facility:

1.1 Waiting and Reception Area

- (a) At least 4 x 3 metres
- (b) Sitting facilities
- (c) Reception table
- (d) Registration table
- (e) Medical record keeping facilities
- (f) Wheel chair/patients' Trolley
- (g) Adequate ventilation
- (h) Weighing scale
- (i) Stadiometre for heights

1.2 Consulting Room

- (a) At least 4 x 3 metres
- (b) Examination couch
- (c) Wash hand basin
- (d) Thermometer
- (e) Good light source
- (f) Stethoscope
- (g) Diagnostic set
- (h) Sphygmomanometer
- (i) Table and chairs
- (j) Adequate ventilation

1.3 Treatment Room

- (a) At least 2 x 3 metres
- (b) Instruments cabinet
- (c) Dressing trolley/tray
 - Cotton swab
 - Needles and syringes
 - Galipot

- Dressing forceps
- Needle holder
- Suture materials
- Antiseptics and disinfectants
- Gauze/bandages
- Disposable gloves
- Injection trolley and equipment
- Wash hand basin
- Dressing stool

1.4 Patients' toilet facilities with adequate water supply

1.5 Sterilizer/Autoclave

1.6 Containers for disposal of sharp objects

1.7 Emergency tray containing:

- a) - Needles and syringes
 - Scalp vein needles
 - I V giving set
 - Injection hydrocortisone
 - Injection adrenaline
 - 5% dextrose
 - Normal saline
 - Injection Aminophylline
 - Gloves

- b) Resuscitative equipment
 - Ambubag
 - Oxygen trolley
 - Suction machine (auto or pedal)
 - Drip stand

1.8 Appropriate fire fighting equipment

1.9 Adequate waste disposal facilities.

1.10 Refrigerator

2. *PERSONNEL REQUIREMENTS*

2.1 *Primary HealthCare Centres*

Primary Healthcare centers should meet the standards as set by the National Primary Health Care Development Agency (NPHCDA), while the other Primary Healthcare Providers should have the following:

- At least one medical practitioner
- At least two registered nurses/Midwives
- At least two hospital assistants
- At least one administrative staff for medical records and secretarial duties

2.2 Nursing and Maternity Homes

- Prove of access to Medical Practitioner
- At least two registered nurses/midwives
- At least two hospital assistants
- At least one administrative staff for medical records and secretarial duties

3. MINIMUM FACILITIES FOR THE THEATRE/LABOUR ROOM

- a) Labour room at least 4 x 3 metres
- b) Equipment in labour room:
 - Delivery bed
 - Baby's cot
 - Weighing scale for (babies)
 - Delivery tray containing:
 - Episiotomy scissors
 - Kocher forceps
 - Artery forceps
 - Mucous extractor
 - Surgical scissors
 - Straight scissors (long)
 - Needle & Syringe -
 - Surgical gloves
 - Disposable gloves
 - Draw Mackintosh
 - Tape rule
 - Sterilizer (for delivery pack)
 - Kidney dish with cover (2)
 - Kidney dish without cover (2)
 - Suturing materials
 - Gauze bowl
- c) Resuscitative Equipment:
 - Oxygen
 - Suction machine (auto or pedal)

- Resuscitative table
 - Oropharyngeal tube
 - Disposable gloves
 - Needles & syringes
 - 50% dextrose
 - Scalp vein needle 21G, 23G
 - IV giving set
 - Normal saline
 - Dextrose saline
- d) At least 1 bed
 - e) Adequate toilet facilities
 - f) Adequate lighting
 - g) Adequate water supply
 - h) Adequate waste disposal
 - i) Washable floors

IV. FACILITY AND PERSONNEL REQUIREMENTS FOR THE SECONDARY HEALTH CARE PROVIDER

This level of health care is to have facilities for out-patient and in-patient services, for general, medical, surgical, paediatric, maternal care, etc. The wards are divided strictly into gender compartments as follows:

- i) Out-patient care, and
- ii) In-patient care.

1. FACILITY REQUIREMENTS

In addition to the requirements specified for primary health care providers, the secondary health care provider shall possess the following:

- i) Laboratory
- ii) X-ray and allied diagnostics
- iii) Surgical operating theatre
- iv) Pharmacy (in-house)
- v) Lying-in ward with minimum distance of one metre in-between adjoining beds, and 1 x 3 sq. metres between two rows of beds
- vi) A locker and an over-bed table for each bed
- vii) Separate wards for male, female and children
- viii) Delivery room, where applicable, to be 12sq. metres
- ix) Sterilizer/Autoclave

- x) Wheel chair/patients' trolley
- xi) Ward screen
- xii) Sluice room
- xiii) Adequate illumination
- xiv) Clean water
- xv) Clean toilet and bath facilities with adequate water supply
- xvi) Washable floors
- xvii) Adequate drainage
- xviii) Fire fighting facilities in good condition that are appropriately distributed throughout the premises
- xix) Mosquito screening for the wards
- xx) Nurses ' bay
- xxi) Doctors' room
- xxii) Possession of required malpractice/professional indemnity insurance as stipulated in the NHIS *Guidelines*
- xxiii) Possession of appropriate equipment and staff to render services in the field of specialization
- xxiv) Registration of premises by the Government of the State in which they operate, where applicable
- xxv) Alternative power supply in good condition.
- xxvi) Any other facility that may be prescribed by the NHIS

2. ***MINIMUM REQUIREMENTS FOR LABOUR ROOM***

- i) Labour room: at least 12sq metres
- ii) Resuscitative Equipment to include:-
 - Oxygen
 - Suction machine
 - Resuscitative table
 - Oropharyngeal tube
 - Disposable gloves
 - Needle & syringe
 - 50% dextrose
 - Scalp vein needle 21G, 23G
 - I/V giving set
 - Normal saline
 - Dextrose saline
- iii) At least 1 bed
- iv) Adequate toilet facilities
- v) Adequate lighting
- vi) Adequate water supply
- vii) Adequate waste disposal
- viii) Washable floors

3. *Minimum Requirements for the Operating Theatre*

- i) Standard theatre room
- ii) Operating table
- iii) Anaesthetic machine
- iv) Autoclave
- v) Adequate air conditioning units
- vi) Adequate resuscitative equipment
- vii) Operating light source
- viii) Washable floor

4. *Minimum Personnel Requirements where applicable*

- At least one registered full-time medical practitioner
- At least one full-time or part-time specialist in a relevant area of specialty
- At least one registered nurse and midwife per 8 beds per shift
- At least four hospital assistants
- At least two administrative staff
- At least one Pharmacist
- At least one Radiographer
- At least one Physiotherapist
- At least one Laboratory Scientist

5. *Requirements for the Pharmacy*

- i) Possession of approved and registered premises as specified by the Pharmacist Council of Nigeria (PCN)
- ii) Possession of required malpractice/professional indemnity insurance as stipulated in the *Guidelines*
- iii) Presence of a resident pharmacist
- iv) Pharmacy must be equipped to meet the minimum requirements as prescribed below:
 - 1) Pharmacist with basic qualification that is registrable with the Pharmacists Council of Nigeria
 - 2) Pharmacist's possession of current licence to practise from the Pharmacists Council of Nigeria (PCN)
 - 3) Possession of current premises licence issued by the PCN
 - 4) Compliance with the contractual Agreement with the NHIS & the HMOs
 - 5) Pharmacy must be supervised by a resident pharmacist, approved and registered by the Pharmacists Council of Nigeria
 - 6) General outlay of the premises:

- a) Entire space area of at least 20 sqm
 - b) Arrangement of shelves and drugs for easy access
 - c) Pharmacist's office/counselling area
 - d) Display of original certificates
 - e) Separate dispensing area with tray and spatula/spoon
 - f) Washable floor
- 7) Adequate storage for drugs:
- a) Adequate shelves
 - b) Separate air-conditioned store with shelves
 - c) Refrigerator
 - d) Air-conditioner
 - e) Fans
- 8) Possession of reference books:
- a) Medi-Pharm or MIMs Africa
 - b) Martindale – Extra-pharmacopoeia
 - c) Pharmacy Laws
 - d) British Pharmacopoeia
 - e) National Drug Policy
 - f) National Essential Drugs List
- 9) Schedule drugs
- a) Separation of schedule drugs from over-the-counter drugs
 - b) Availability of lockable DDA cupboard
- 10) a) Adequate record keeping/computerization
- Drug receipts
 - Sales invoices
 - Sales books/ledgers
 - Bin cards
- b) i) Availability of a Dangerous Drugs Register
- ii) Regular entries into the Dangerous Drugs Register

Note: *Pharmacy services may be provided by hospital facilities as stated above, or by the community pharmacies accredited by the NHIS.*

V. REQUIREMENTS FOR THE PROVISION OF LABORATORY SERVICES

- i) Possession of a laboratory approved by the Medical Laboratory Science Council of Nigeria (MLSCN)
- ii) The laboratory should be equipped to perform full investigations in the following areas:
 - a) Haematology
 - b) Clinical Chemistry
 - c) Medical Microbiology
 - d) Blood Serology
 - e) Medical Parasitology
- iii) Possession of personnel requirements for comprehensive laboratory services, i.e. qualified medical laboratory scientists in the following specialized areas:
 - a) Microbiology
 - b) Haematology/Blood Transfusion
 - c) Clinical Chemistry
 - d) Parasitology
- iv) Possession of the following minimum equipment and consumables
 - a) Microscope
 - b) Incubator
 - c) Weighing balance
 - d) Water bath
 - e) Centrifuge
 - f) Haemoglobin electrophoresis machine
 - g) Micro-Haematocrit centrifuge and reader
 - h) Westergreen tubes and stand
 - i) Bunsen burner and gas cylinder
 - j) Microbiological culture media
 - k) Biochemistry reagents
 - l) Disposable gloves
 - m) Laboratory glassware
 - n) Serology kits
 - o) Spectrophotometer
 - p) Improved Neubauer counting chamber
 - q) Refrigerator

- r) Autoclave
- s) Couch
- t) Adequate Sharp/Waste Disposal
- u) Pipettes
- v) Adequate water supply
- w) Washable floors

Note: *Laboratory services may be provided by in-house facilities as stated above, or by stand-alone laboratories accredited by the NHIS.*

VI. RADIODIAGNOSTIC/ULTRASONOGRAPHY SERVICES

- i) Premises duly registered with the Government of the State in which the facility operates as an X-ray centre, and possession of minimum of radiological equipment for routine and special investigations, as specified by the relevant Registration Board.

Radiodiagnosis

Minimum requirements as follows:

- Waiting room
- Standard X-Ray room as specified by the RRBN
- At least one static X-Ray machine with a minimum of 100 MAS and 125 KVP output rating
- One sizeable processing room equipped with a set of manual processor, including a drier
- One X-Ray couch with Bucky
- One chest stand
- 2 lead aprons
- 1 protective cubicle
- hangers – all sizes
- cassettes – all sizes
- X-ray viewing box
- possession of relevant personnel, i.e., a registered radiographer

Ultrasonography

- Patient waiting room
- One ultrasound machine – with at least standard probes of different resistance rating
- Stand alone premises must be registered with the RRBN as well as with the government of the State in which it operates

- ii) Possession of required malpractice insurance as may be determined from time to time by the NHIS

Note: *The above services may be provided by in-house facilities or by stand-alone centres registered with the NHIS.*

VII. PHYSIOTHERAPY SERVICES

1. The premises must be equipped to meet the minimum requirements as prescribed below:
 - a) Registration with the Medical Rehabilitation and Therapist Board (MRTB)
 - Current licence to practise
 - Well-equipped gym
 - Bicycle ergometer
 - Wall & parallel bars
 - Hand and wrist exerciser
 - Traction machines
 - Reduction mattress
 - Shoulder wheels
 - Tread mill
 - b). Treatment room (rehabilitation equipment electrical)
 - Short-wave diathermy
 - Infra-red
 - Hydropak (Hot, cold)
 - Electrical stimulators
 - Ultrasound stimulators
 - Wax bath stimulators
 - Ultraviolet stimulators
 - Micro wave stimulators
 - c) Assistive devices (store)
 - Walking stick
 - Crutches
 - Walking frame
 - Wheel chairs
 - d) Medical record

- e) Good ventilation
 - f) Washable floor
 - g) Generator
 - h) Fire fighting equipment
 - i) Others:
 - Sphygomanometer
 - Splints
 - Clean linen
 - Gloves and masks
 - Crepe bandages
 - Stadiometer
 - Ointment/cream for massage
2. Possession of required malpractice/professional indemnity insurance in addition to performance bond insurance cover as stipulated in the NHIS *Guidelines*.

Note: *Physiotherapy services may be provided by in-house facilities or by stand-alone physiotherapy centres accredited by the NHIS.*

VIII. DENTAL CLINICS

Premises must be duly registered with the Government of the State in which it operates.

The minimum requirements are as follows:

1. **Registration with the MDCN**
 - Current licence to practise
 - Certificate of Registration of Premises
 - Possession of Malpractice Insurance
2. **Dental Clinic**
 - Complete dental unit
 - Autoclave
 - Extraction forceps
 - Elevators
 - Amalgamator
 - Tooth filling instruments (temporary/permanent)
 - Tooth extraction materials
 - Dental syringes

- Xylocaine catriges/spray
3. **Medical Records**
 - Adequate Record Keeping
 - Computerisation if available
 4. **General Location**
 - General outlay (20 sq meter)
 - Waiting area
 - Screened/partitioned cubicle
 5. **Dental X-Ray Unit**
 - X-ray machine
 6. Washable floors
 7. Waste disposal facilities
 8. Clean toilet facility
 9. Adequate water supply
 10. Constant Electricity supply
 11. Sterilizer
 12. Fire fighting equipment
 13. Personnel
 - At least one dental surgeon
 - At least one dental nurse/therapist/dental surgeon assistant

Note: Dental services may be provided by in-house facilities or stand- alone dental centres accredited by the NHIS.

IX. EAR, NOSE AND THROAT/OTORHINOLARYNGOLOGY CLINICS

Premises must be duly registered with the Government of the State in which they operate.

The minimum requirements at each premises are as follows:

1. Registration With MDCN

- Current licence to practise
- Certificate of registration of the premises
- Possession of malpractice insurance

2. Well-Equipped Clinic

- ENT examination table with instrument set (console)
- Headlamp/head mirror
- Auroscope
- Fibre optic Naso-laryngo-pharyngoscope
- Suction machine
- Sterilizing systems
- Chemical sterilization
- Steam sterilization (Autoclave)

3. Audiometry Unit

- Audiometer
- Tympanometer
- Bera equipment
- Calorimeter

4. Special Therapy Unit

X. PEADIATRIC CLINICS

Premises duly registered with the Government of the State in which they operate.

1. GENERAL REQUIREMENTS

The minimum requirements at each premises are as follows:

- Registration with the MDCN
- Current licence to practise displayed
- Certificate of registration of the premises displayed
- Possession of malpractice insurance
- Adequate medical records keeping
- Adequate ventilation
- Washable floor
- Adequate waste disposal facility
- Adequate toilet facilities
- Adequate water supply
- Adequate electricity supply

2. **EQUIPMENT**

i) **Paediatric Clinic**

- Examination couch
- Auroscope
- Laryngoscope/Endotracheal tube
- Oxygen cylinder with face mask
- Torch light/spot light
- Tongue depressor
- Weighing scale
- Tape rule
- Suction machine
- Treatment tray/Cupboard
- Sphygmomanometer
- Paediatric stethoscope
- Sterilizer
- Waiting area
- Clinical thermometer

ii) **Emergency Paediatric Unit (EPU)**

- Paediatric couch/beds
- Solusets and Haemosets
- Weighing scale
- Tape rule
- Suction machine
- Oxygen cylinder/face mask/endotracheal tube
- Diagnostic set
- Emergency drug tray/cupboard
- Treatment tray
- Sphygmomanometer/stethoscope

- Paediatric resuscitative kit
- Paediatric ambu bag
- Gloves

iii) **Special Care Baby Unit (SCBU):**

- Scrubbing Room
- Incubator
- Heat radiant
- Exchange blood transfusion kits
- Solusets (various set)
- Phototherapy machine
- Oxygen cylinder/face mask/endotracheal tube
- Weighing scale and tape rule
- Spot light/torch light
- Diagnostic set
- Emergency drug tray/cupboard
- Treatment/instrument tray

iv) **Nutritional Rehabilitation Unit (NRU)**

Demonstration laboratory (i.e. room with demonstration aids)

- Nutritional clinic
 - i) Weighing scale
 - ii) Tape rule
 - iii) Health Education Aids (i.e. posters, flow charts, etc)

3. PERSONNEL

- Paediatrician
- Medical officer
- Paediatric nurses
- Nutritionist/dietician

XI. EYE CLINIC

Premises must be duly registered with the Government of the State in which they operate.

The minimum requirements are as follows:

1. Registration with the MDCN

- Current license to practice
- Certificate of registration of premises

- Possession of malpractice insurance

2. Eye Clinic

- Waiting area
- Instrument tray/trolley
- Slit lamp
- Application lensometer
- Ophthalmoscope
- Retinoscope
- Flash light
- VA chart box
- Trial lens set (for refraction)
- Visual field machine
- AB scoring machine
- CVF machine
- Ophthalmic drops

3. Treatment Room

- Examination couch
- Minor treatment set
- Sterilization systems
- Autoclave
- Angle poised lamp
- Treatment tray/trolley
- Flash light

4. Adequate Inpatient Ward

5. Theatre

- i) Operating microscope
- ii) General ophthalmic surgery set
- iii) Oxygen delivery system
- iv) Medical records

General Outlay

- Washable floors
- Waste disposal facilities
- Adequate water supply
- Central sterile supply department
- Toilet facilities
- Adequate ventilation

- Electricity supply
- Standby generator

6. Personnel

- Ophthalmologist
- Ophthalmic nurses
- Requisite medical records staff

XII. THE TERTIARY HEALTH CARE PROVIDER

The minimum staff/equipment requirements for a tertiary hospital is as in a secondary healthcare centre, but with the additional requirement that each specialty be fully devoted to the specialty services and the appropriate sub-specialties.

1. Referrals

Referrals are undertaken essentially to ensure cost-effectiveness and efficiency in patients' management under the NHIS.

1.1 Levels of Referral

Entry into the Programme is via the Primary Health Care Provider. At that level, treatment is administered as recommended by the guidelines. Cases that require Specialized attention are referred following the laid down guidelines from the Primary to Secondary and tertiary levels.

1.2 *Need for Referral*

A patient may be referred from a Primary to a Secondary Service Provider due to need for specialized investigations, for medical/ surgical reasons or other services – diagnostic, physiotherapy etc, or from secondary to tertiary level.

Approval by the HMOs is necessary, except in emergencies where he cannot be reached and notification of such should be served within 48hrs.

Referrals should be to the nearest specialist as contained in the list of NHIS registered providers in the area.

2. Basic Principles for Referral

- A referral line must be established.
- There must be a clinical basis for referral.
- A referral letter must accompany every case.
- Primary care physicians are obliged to refer early enough to the next level of care.
- Personal and medical details must be contained in the referral letter.
- All investigations carried out at a lower level must be sent to a higher level.
- The outcome of a referral should be satisfactorily and properly documented.
- Referred cases must be sent back by the specialist after completion of treatment to the referring provider, with a medical report and instructions for follow-up management.

3. Information Required for Referral

- i) Patient's name, gender, age and address
- ii) Referral location (dept/clinic)
- iii) Patient's hospital number
- iv) Patient NHIS number
- v) Referring Provider's NHIS registration number
- vi) Referral date
- vii) Clinical findings/investigations and results
- viii) Provisional diagnosis
- ix) Reasons for referral
- x) The patient's HMO and registration number
- xi) Referring personnel's name and signature

XIII. ACTIONS AND PROCEDURES AT EACH LEVEL

1. The Primary Level

- i) Routine immunization
- ii) Out-patient care (including consumables)
- iii) Emergency care Family planning education
- iv) General patient care (blood pressure, temperature, etc.)
- v) Child welfare services.
- vi) HIV/AIDS and STIs (Opportunistic Infections)
- vii) Drugs
- viii) Laboratory tests
- ix) Physiotherapy
- x) Xray

1.1 Immunization

Immunization against childhood killer diseases is one of the responsibilities at the primary health care level. The vaccines are BCG, Oral Polio, DPT Measles, Hepatitis B and Vitamin A supplementation. They are sourced from the NPI cold chain stores, either from the Local Government Headquarters, the States, or the Zonal NPI Stores and distributed via the HMO Network of Providers.

1.2 Out-Patient Care

Services to be offered include proper history taking, examination and routine laboratory investigations to help reach a diagnosis. Laboratory investigations include malaria parasite, WBC, Haemoglobin estimate or packed cell volume, urinalysis, stool microscopy, MCS of urine, wound, throat, HVS and widal test. Other procedures at this level include:

(a) *Surgical procedure*

- i) Drainage of simple abscess (I&D)
- ii) Minor wound debridement
- iii) Surgical repairs of simple lacerations
- iv) Circumcision of male infants
- v) Evacuation of impacted faeces
- vi) Corrections of cases of simple polydactyly
- vii) Drainage of paronychia
- viii) Other procedures as may be listed from time to time by the NHIS

(b) *Internal Medicine*

- i) Malaria and other acute uncomplicated febrile illnesses.
- ii) Diarrhoeal diseases
- iii) Acute respiratory tract infections
- iv) Uncomplicated pneumonia
- v) Simple anaemia (not requiring blood transfusion)
- vi) Simple skin diseases, e.g. Taenia vesicolor, M. furfur, T. Capitis, etc.
- vii) Worm infestation
- viii) Other uncomplicated bacteria, fungal, parasitic and viral infections and illnesses
- ix) Follow-up treatment of chronic illnesses, e.g. hypertension, diabetes mellitus, sickle cell, asthma, glaucoma
- x) Dog bites, snakebites, scorpion stings
- xi) Arthritis and other minor musculoskeletal diseases
- xii) Other illnesses as may be listed from time to time by the NHIS.

(c) *HIV/AIDS and STIs*

- i) Voluntary Counseling and Testing (VCT)
- ii) Health education

(d) *Mental Health*

- i) Anxiety neurosis
- ii) Psychosomatic illnesses
- iii) Insomnia
- iv) Other illnesses as may be listed from time to time by the NHIS

(e) *Paediatrics*

- i) Feeding problems and nutritional services
- ii) Treatment of common childhood illnesses, e.g., (malaria, other febrile illnesses, diarrhoea diseases, uncomplicated malnutrition, failure to thrive, measles, upper respiratory tract infections, uncomplicated pneumonia and other childhood exanthemas, simple skin diseases and viral illnesses)
- iii) Other illnesses as may be listed from time to time by the NHIS

(f) *Obstetrics & Gyneacology*

- i) Acute pelvic inflammatory diseases
- ii) Vaginal discharges
- iii) Routine ANC for uncomplicated pregnancy (ante-natal & post-natal) i.e., 2nd, 3rd and 4th pregnancies.
- iv) Other illnesses as may be listed from time to time by the NHIS

(g) *Ophthalmology*

Treatment of minor eye ailments including:

- i) Conjunctivitis
- ii) Parasitic and allergic ailments
- iii) Simple contusion, abrasions, etc.
- iv) Other illnesses as may be listed from time to time by the NHIS.

1.3 Emergency Care

The beneficiary requiring emergency treatment shall visit his primary provider or his nearest health facility. He is to offer First Aid treatment before referral.

The procedures include:

- i) Establishing an intravenous (infusion) line
- ii) Simple tracheostomy
- iii) Management of convulsion, coma, etc
- iv) Control of bleeding
- v) Cardio-pulmonary resuscitation
- vi) Assisted respiration (e.g. Ambubag, etc.)
- vii) Immobilization of fractures (using splints, neck collars, etc) to ease transportation of patients,
- viii) Aspiration of mucus plug to clear airways

1.4 Family Planning Services

This includes **family planning education** on the following:

- i) Safe period
- ii) Pills
- iii) Condoms
- iv) Other methods (implant and surgical contraception)

1.5 Child Welfare Services

- i) Growth monitoring
- ii) Routine immunization
- iii) Nutritional advice and health education, etc and other services to be included from time to time by the NHIS

Note: Beneficiaries are entitled to hospitalization for cumulative 15 days.

2. Secondary and Tertiary Levels

2.1 Surgical Procedures

All other procedures that cannot be handled at the primary level of care can be undertaken at the Secondary and Tertiary levels, depending on the complexity and the competence of the facility and its personnel, except those conditions listed on the exclusion list.

2.2 Internal Medicine

All other cases that cannot be treated at the Primary level due to lack of facilities, personnel or skills must be promptly referred to either a Secondary or Tertiary centre, except those conditions on the exclusion list.

2.3 HIV/AIDS

- i) Management of cases requiring admission
- ii) Treatment of opportunistic infections

2.4 Paediatrics

All cases that cannot be handled at the Primary level, except such surgical procedures that are on the exclusion list. Simple congenital abnormalities, e.g. cleft palate, and life-threatening congenital abnormalities, e.g. Tracheoesophageal Fistulae (T.O.F), etc, would be handled at the Secondary level.

2.5 Obstetrics and Gynaecology

- i) Specialist consultation
- ii) Multiple gestation/High risk pregnancies
- iii) Caesarian sections
- iv) Ectopic pregnancies
- v) Other obstetrical and gynecological surgical procedures that are not on the exclusion list.

2.6 Ophthalmology

- i) Specialist consultation
- ii) Eye problems, e.g. major trauma, pterygium, glaucoma, cataract extraction and other simple ophthalmological surgical procedures
- iii) Removal of foreign bodies
- iv) Refraction, excluding provision of spectacles and contact lenses

2.7 Ear Nose And Throat (ENT)

- i) Specialist consultation
- ii) Antral wash-out
- iii) Minor treatment, e.g. removal of foreign body
- iv) Surgical operations, e.g. Tonsillectomy, Polypectomy, Tracheostomy, Adenoidectomy, Myringotomy, etc.
- v) Other ENT procedures except those on the exclusion list.

2.8 Pathology

All investigations, excluding post-mortem, should be referred to appropriately registered facilities at Secondary or Tertiary level of care.

2.9 Dental Health

Dental services under the auspices of the NHIS are paid for on a Fee-for-Service basis and shall be referred appropriately to the dental surgeon.

Simple tooth extraction and amalgam filling will be provided.

2.10 Physiotherapy

- i. Post-surgical procedure within the prescribed 15 days
- ii Post-traumatic rehabilitation
- iii. Simple chest drainages
- iv. Palsies within 15 days after initial treatment.
- v. Post-CVA therapy within 15 days

XIV. HOSPITALIZATION

Enrollees in the NHIS are entitled to hospitalization in general wards only, with the exclusion of meals. However, the use of amenity/private wards and feeding will attract extra charges to the enrollee at the point of use.

XV. EXCLUSIONS

The following conditions are excluded from the benefits package of the NHIS:

(a) Total Exclusion

- 1) Occupational/industrial injuries are excluded to the extent covered under the Workmen Compensation Act.
- 2) High technology investigations, except in life-threatening emergencies, e.g. C.T scan, MRI (*See 'Partial Exclusions'*)
- 3) Injuries resulting from:
 - a. Natural disasters, e.g. earthquakes, landslides, etc (*force majuer*)
 - b. Conflicts, social unrest, riots, wars, etc.
- 4) Epidemics,
- 5) Family planning commodities, including condoms

- 6) Injuries arising from extreme sports, e.g. car racing, horse racing, polo, mountaineering, boxing, wrestling, etc.
- 7) Drug abuse/addiction
- 8) Terminal illnesses, including **all Cancers**
- 9) Domiciliary visit
- 10) Periodic medical check-up unrelated to illness

- 11) ***Surgery***
 - i) Transplant and cosmetic surgeries
 - ii) High cost surgical procedure, including organ transplants, e.g. open-heart surgery, neurosurgery (except Borehole), laminectomy, etc

- 12) ***Ophthalmology***
Provision of spectacles, contact lens, etc

- 13) ***ENT***
 - i. Hearing aids and associated appliances

- 14) ***Medicine***
 - i) Management of Cerebro-Vascular Accidents (CVA) beyond the initial treatment.
 - ii) Tuberculosis
 - iii) Chronic renal failure

- 15) ***Paediatrics***
 - i) Congenital abnormalities involving major/extensive surgical repairs, e.g. separation of Siamese twins, omphalocele, etc.
 - ii) Chronic congenital defects, e.g. Hirschsprung disease, etc.

- 16) ***Obstetrics & Gynaecology***
 - i) Infertility management

- 17) ***Dental***
 - i) Dentures, crowns, bridges, implants
 - ii) Scaling and polishing
 - iii) Maxillo-facial surgeries
 - iv) Root-canal treatment

Note:

- i) Life-saving emergencies requiring high technology investigation: the HMO would pay 20% of cost.
- ii) Screening: PSA, Pap smears, mammogram: the HMO would pay 20%.

However, in observance of an existing contractual agreement between employer and employee, the employer may choose to undertake extra cover in addition to the above.

XVI. PROCEDURE FOR THE ACCREDITATION OF HEALTH CARE PROVIDERS

- a) All health care Providers are to be accredited by the NHIS as a prerequisite for participation in the Scheme. Providers are to obtain the necessary documents stipulating the minimum requirements for accreditation.
- b) The NHIS may accredit Providers only after inspection.

Note: Providers who do not meet the criteria for accreditation may be advised on their inadequacies. Periodic visits will be paid by the NHIS for monitoring purposes.

1. Accreditation Fee

Each accredited facility shall pay Ten Thousand Naira (₦10,000.00) as accreditation fee and Five Thousand Naira (₦5,000.00) as renewal fee. The fees are subject to review.

2. Obligations of the Provider shall include:

- a) Providing the NHIS with the following information:-
 - i) Names of serving health professionals and their qualifications (doctors, nurses, pharmacists, etc);
 - ii) Work hours;
 - iii) Details of equipment available for medical care;
- b) Ensuring that every beneficiary who visits the facility for care is attended to with utmost care, skill and prompt attention; and

3. Suspension and Withdrawal of Accreditation of Providers

The Scheme may, upon a complaint by the HMO or registered contributor, and after investigation, including affording the Provider or his legal representative an opportunity of being heard, cancel or suspend the accreditation of a Provider if:

- It ceases to operate, or is declared bankrupt; or
- It is accredited by virtue of misleading information; or
- It is incompetent, unable to, or incapable of rendering the prescribed services under the NHIS; or
- It lacks the facilities to provide prompt and efficient services to registered beneficiaries;
- It breaches any term of the agreement with the HMO;
- It is found to engage in fraudulent activities.

XVII. GUIDELINES FOR REFERRALS UNDER THE NATIONAL HEALTH INSURANCE SCHEME

1. Introduction

Referral means sending a patient for a range of specialized investigations or care through the recognized three levels of service: Primary, Secondary and Tertiary. These levels are not, however, exclusive but complementary. This is essential for cost-efficiency and the effective management of patients under the NHIS.

2. Procedures for Referral

- i) A referral line shall be established
- ii) There shall be a clinical basis for referral
- iii) A referral letter shall accompany every case
- iv) Personal and medical details shall be contained in the referral letter
- v) All investigations carried out at a lower level shall be sent to the higher level
- vi) Primary providers are to refer patients early enough to the next level of care
- vii) The outcome(s) of a referral should be properly documented
- viii) Referred cases shall be sent back to the referring Provider at the lower level, by the specialist after completion of the treatment, with a medical report and instruction for follow-up management.

3. Types of Referral

The Provider shall record details of all referrals made by the facility. It shall ensure that details of all referrals are passed to the HMO.

Referrals include:

- a) Referrals made by the Primary Health Care Provider to the Secondary Provider

- b) Referrals made by the Secondary Provider to the Tertiary Provider
- c) Lateral referral from one specialist to another

4. Basic Information Required

- i) Patient's name, gender, age and address
- ii) Referral location (dept/clinic)
- iii) Patient's hospital number
- iv) Patient NHIS number
- v) Referring Provider's NHIS registration number
- vi) Referral date
- vii) Clinical findings/investigations and results
- viii) Provisional diagnosis
- ix) Reasons for referral
- x) The patient's HMO and registration number
- xi) Referring personnel's name and signature

5. Radius of Referrals

Referrals are restricted to the nearest specialist facility accredited by the NHIS. Any referral outside this radius must be justified.

XVIII. GUIDELINES FOR THE ACCREDITATION OF PHARMACIES

1. Introduction

These guidelines have been designed to provide information, acceptable standards of practice, and recommendations for harnessing the professional skills of pharmacists in the Scheme.

Essential drugs, according to the World Health Organization (WHO), are those drugs that satisfy the health care needs of the majority of the population. They should be available at all times in adequate quantity, and in appropriate dosage forms at all levels of the health care delivery system of the country. The drugs on the National Essential Drug List are generic and registered by the National Agency for Food and Drugs Administration and Control (NAFDAC).

The list of essential pharmaceuticals, in terms of products, packs, prices, strengths and presentations will be reviewed periodically.

While a pharmacy may need to stock a wider variety of drugs, medical consumables, etc, in response to demand by patients who are not covered under the NHIS, only

drugs from the NHIS-approved list, from approved manufacturers, and at the approved prices should be dispensed to NHIS subscribers.

Payment to pharmacies in the Scheme shall be by fee-for-service, and the rate shall be determined from time to time by the Scheme.

2. Requirements for the Accreditation of Pharmacies as Providers

The requirements for the accreditation of pharmacies as Providers under the National Health Insurance Scheme are based on the regulations of Pharmacists Council of Nigeria (PCN), which include:

- i) Scheduled drugs clearly separated from over-the-counter (OTC) drugs;
- ii) Good general out lay of the pharmacy;
- iii) Possession of current licence to practise issued by the PCN and to be on display;
- iv) Possession of the current certificate of Registration of premises and to be on display;
- v) Possession of reference books;
- vi) Adequate pharmacist's room/counseling area not less than 2.5m x 2.5m;
- vii) Properly kept accounting records, delivery notes, receipts and invoices.
- viii) Air conditioner;
- ix) Possession of a refrigerator;
- x) Possession of a Poisons Disposal Book and
- xi) Washable floor

3. Obligations of Accredited Pharmacies

- i) To obtain drugs in a cost-effective manner from NAFDAC approved manufacturers;
- ii) To dispense generic drugs prescribed by healthcare providers accredited by the NHIS;
- iii) To provide pharmaceutical care to the participants;
- iv) To ensure that only genuine, safe, efficacious and unexpired drugs are dispensed to the participants;
- v) To ensure that only drugs on the National Essential Drugs List are dispensed;
- vi) To package drugs in safe and suitable containers, and label same with the prescriber's instruction and other appropriate directions;
- vii) To charge only the approved price per prescribed item(s);
- viii) To maintain a Resident Pharmacist, required staffing, drug storage, and environmental conditions for continued registration, in accordance with the provisions of the Pharmacists Council of Nigeria (PCN);
- ix) To allow properly identified inspectors from the Scheme reasonable access to their premises and records on NHIS participants;
- x) To keep all records, accounts, invoices, bills, etc., relating to the transactions under the Scheme in clear terms;

- xi) To discharge their duties under the Scheme in a most professional manner; and
- xii) To comply with all Guidelines of the Scheme.

4. Agreement to Serve as Pharmacy Provider under the NHIS

All accredited Pharmacy Providers shall enter into an agreement with the Health Maintenance Organizations (HMOs), which shall be in accordance with the NHIS format.

5. Co-payment

A co-payment of 10% per prescription, shall be paid under the Formal Sector Social Health Insurance Programme by enrollees at the point of service delivery. The money so collected shall be retained by the pharmacy.

XIX. GUIDELINES FOR THE REGISTRATION AND OPERATIONS OF HEALTH MAINTENANCE ORGANISATIONS (HMOs)

1. Definition

A Health Maintenance Organisation (HMO) is a private or public incorporated company registered by the Scheme solely to manage the provision of health care services through Health Care Providers accredited by the Scheme.

2. Eligibility

Any group of persons or organization of proven and impeccable character may be eligible to form a company (private or public) and apply for registration as an HMO under the Scheme.

3. Conditions for Registration

Any company applying for registration under the Scheme shall meet the following requirements:

- i) Register with the Corporate Affairs Commission.

- ii) Original Certificate of Incorporation, Articles and Memorandum of Association would be sighted and verified
- iii) Provide Statement of Affairs of the Company Audited Accounts for the past 3 years
- iv) Provide evidence of Fidelity Guarantee/Indemnity Insurance Cover with an NHIS-accredited insurance company to the value of the paid up share capital
- v) Complete the prescribed application forms providing the following information:
 - a) Ownership structure and composition of the organization,
 - b) Names and addresses of the principal officers, and
 - c) Category of HMO applied for;
- iv) The minimum ownership of the company for registration as an HMO shall be seven (7) persons, which may include corporate entities;
- v) Possess necessary staff and infrastructure including computerization;
- vi) Pay the stipulated registration fees, fees for guidelines and other sundries;
- vii) A minimum paid-up share capital requirement of ₦100 million for a national HMO and be liquid-based and subject to review by the NHIS Council;
- viii) Maintain an operational account with NHIS-accredited banks only;
- ix) Not to carry on any business other than the business of health care management; and
- x) Make complete disclosure of its ownership and organizational structure.

4. Procedure for Registration

Each application for registration as an HMO shall be signed and verified by authorized representatives of the applicant, and shall be in a form prescribed by the Scheme. The prescribed fees, and the following shall accompany such application:

- i) Basic incorporation documents, such as the Certificate of Incorporation, Memorandum and Articles of Association, and other relevant documents;
- ii) A copy of the byelaws, rules and regulations and such other documents regulating the conduct of the internal affairs of the applicant; and
- iii) The list of names, addresses and official positions of the persons who shall be responsible for the conduct of the affairs of the applicant, which shall include, among others, all members of the Board of Directors and Principal Officers of the company.

Upon receipt of an application for registration, the Scheme shall carry out, either through its staff or its authorized agent, an inspection of the company's facilities to determine:

- i) Whether members of the Board of Directors and Management of the company are fit and proper persons to run or manage the company as HMO;
- ii) If the policy documents and manuals of the company conform to the NHIS Guidelines;

- iii) The organizational structure of the company are as stipulated in these Guidelines.
- iv) The Management structure of the prospective HMO;
- v) The company's health management procedures;
- vi) Marketing procedures;
- vii) Information management process which shall include computer-based technology;
- viii) Evidence of tax payments and returns, and adherence to legal obligations under the Scheme; and
- ix) Minutes books with a view to ascertaining attendance of meetings by the Board of Directors and adherence to the company's Rules and Regulations by the Management Team.

The Scheme shall, upon receipt of the above reports, register or reject the application of an HMO.

5. Accreditation Fee Payable by Health Maintenance Organisations

The accreditation fee payable by an HMO to the Scheme shall be ₦100,000.00 (One Hundred Thousand Naira) only. The fee for renewal of accreditation shall be determined by the Scheme from time to time.

The Scheme shall issue a certificate of registration to every successful HMO, which shall be subject to review every two years.

6. Functions of Health Maintenance Organisations (HMOs)

The functions of HMOs shall include the following:

- i) The collection of contributions from registered employers and employees;
- ii) The collection of contributions from voluntary contributors;
- iii) Payment by capitation to Primary Providers and fee-for- service, per diem, case payment to Secondary and Tertiary Providers;
- iv) Rendering to the Scheme monthly returns on its activities within 30 days of the following month;
- v) Contracting with Health Care Providers accredited by the Scheme for the purpose of rendering health care services;
- vi) Ensuring that contributions are kept in the Scheme's accredited banks;
- vii) Establishing a quality assurance system for the provision of quality health care by Health Care Providers;
- viii) Rendering accounts to the NHIS as required;
- ix) Marketing in accordance to NHIS *Guidelines*; and

- x) Carrying out such functions as are contained in the *NHIS Act* and the *Guidelines*.

7. Obligations of HMOs

- i) Registered National HMOs shall operate and open at least one office in each geo-political zone of Nigeria.
- ii) Registered HMOs shall carry on their businesses in the way that will ensure that their areas of coverage are fully covered by their operations.
- iii) An HMO shall maintain a bank account in a bank accredited by the Scheme into which shall be paid every contribution by, or on behalf of, a contributor.
- iv) Remittance of 3% from the 15% contribution collected to the NHIS (1% as administrative cost and 0.5% as Reserve Funds) and retention of 1.5% by the HMO as administrative cost.
- v) Payments of excess funds after making payments (capitation, per diem, case payment, fee-for-service, administrative cost for NHIS, HMOs and Reserve Funds) by the HMO shall be paid into a separate NHIS Stabilisation Fund Account.
- vi) Providing free access to information on their accounts with the NHIS-accredited bank.
- vii) Registered HMOs shall authorise their banks to forward monthly statements of account to the Scheme.
- viii) Shall possess Advance Payment Guarantee Insurance Cover from an NHIS-accredited insurance company.
- ix) Ensure the continuous monitoring of the Providers and easy access to the HMOs by the affiliated healthcare Providers.
- x) The HMOs shall provide an avenue for regular meetings with Providers with a view to maintaining standards and other operational modalities.
- xi) Except as it relates to misconduct, both healthcare providers and HMOs, together with their officers and agents, shall treat any information obtained in respect of each other as confidential.
- xii) HMOs appointed by NHIS are to administer the Permanently Disabled Persons Social Health Insurance Programme (PDPSHIP) and the Prison Inmates Social Health Insurance Programme (PISHIP).
- xiii) Signing of the appropriate contractual agreement(s) with the NHIS.

8. Effect of Registration on HMOs

- i) Any HMO registered under the Scheme shall:
 - (a) Carry on business as an HMO; and
 - (b) Assume liability for and guarantee the benefits offered to the contributors and their dependants.
- ii) No claim or responsibility shall lie on an HMO, except in so far as the claim has arisen, or the responsibility has been incurred, in connection with transactions relating to the business of the HMO.

- iii) The assets, rights, liabilities and obligations of an HMO existing immediately prior to its registration, shall vest in the HMO without any formal transfer or cession.

9. Cancellation/Suspension of Registered HMOs

- i) An HMO shall have its registration cancelled (after investigation) where any of the following situations arise:
 - a) It is discovered that there was misrepresentation on the part of the HMO at time of application, and approval was based on this misrepresentation;
 - b) An HMO wilfully or negligently refuses to forward the prescribed remittances as required under *NHIS Guidelines* and appropriate notices/reminders have been sent and ignored;
 - c) An HMO aids and abets the abuse of the NHIS rules by allowing ineligible persons to benefit from the services of the NHIS;
 - d) When specified NHIS technical requirements are no longer being met;
 - e) Where an HMO has acted in breach or total disregard of the provisions of the *NHIS Act* or any other officially approved Operational Guidelines and the contractual agreement between it and the Scheme; and
 - f) When an HMO engages in a fraudulent activity.
- ii) The Scheme may suspend the registration of an HMO on such terms and conditions as may be specified in a written notice served on the HMO.

10. Organisational Structure of HMOs

10.1 Operational Management

- i) An HMO shall have a Management structure, which shall include the following:
 - a) Finance and Administration Department,
 - b) Health Services Department (to be headed by a health care professional),
 - c) Information and Communications Technology Department,
 - d) Underwriting Department;
- ii) All heads of the department mentioned in sub-paragraph (i) above shall be members of the Strategic Planning Committee of the HMO;
- iii) The Scheme shall at all times have the power to ask for and inspect the activities of the departments and committees of an HMO;
- iv) All advertisements by HMOs shall be carried out decently, and within the bounds of fair competition;
- v) It shall be an offence to make false claims or engage in negative campaigns against other HMOs;
- vi) The Scheme shall have the power to sanction any HMO found guilty of violating sub-paragraphs (iv) and (v) of this section;

- vii) HMOs shall engage in the building of goodwill, which shall not include bribery or corruption;
- viii) The Scheme shall sanction HMOs who engage in corrupt or unethical practices; and
- ix) All HMOs shall engage in Contributor Education Services, Provider Education Services, and all such services shall be documented and made available to contributors and the interested public.

10.2 *Patients' Confidentiality*

HMOs and Providers shall adopt operational techniques that shall protect patients' confidentiality.

10.3 *Drug Administration*

- i) HMOs should ensure that Providers adhere to the generic drug policy of the Scheme.
- ii) The Scheme shall negotiate the prices of drugs to ensure availability of drugs at affordable costs.
- iii) The NHIS, HMOs and Pharmacy Providers shall co-operate to build acceptable channels for the distribution of drugs and materials to eliminate fake and counterfeit drugs.
- iv) The NHIS may adopt drug utilisation review programmes in order to streamline the management of pharmaceutical care services.

10.4 *Health Care Delivery System and Administration*

- a) The HMOs shall develop a health care organisational structure which shall ensure that:
 - i) There is a well-developed and utilised Primary Health Care Provider (PHCP) System;
 - ii) The PHCP shall be the first port of call for every contributor;
 - iii) The PHCP may refer the contributor to a hospital or for specialist care where necessary; and
 - iv) The hospital and specialist may refer the contributor or his dependant for defined limited rehabilitative care.
- b) Tertiary Health Centres may register with HMOs for ambulatory, hospital, specialist, ancillary and rehabilitative care.
- c) HMOs shall use government hospitals, clinics and other facilities as components of Provider network.
- d) All facilities used by HMOs shall be accredited by NHIS.
- e) HMOs shall affiliate with primary and specialist Providers in the geographical areas covered by their operations.

10.5 In-House Facilities of Public and Private Sectors

- (a) HMOs shall integrate into their Provider network existing in-house health facilities of public and private sectors, provided they are accredited by NHIS.
- (b) The organization may retain, transfer or relinquish ownership of such facilities to the managers of such facilities or other third parties.

11. Financial Matters

- a) An HMO shall at all times maintain its business as provided under the *NHIS Act*.
- b) An HMO shall maintain the required deposit with the Scheme's accredited banks.
- c) An HMO shall not:
 - i) Encumber its assets without the prior consent of the Scheme in writing.
 - ii) Allow their assets to be held by other persons on their behalf.

12. Annual Financial Statements

An HMO shall submit its Annual Report and Audited Accounts to the NHIS not later than six months after the HMO's accounting year.

13. Memorandum and Articles of Association of HMOs

Provisions in the Memorandum and Articles of Association of registered HMOs shall include the following:

- i) Election or appointment of a Board of Directors and Management that are fit and proper to manage the business as provided by the *Act*;
- ii) The appointment, removal from office, powers and remuneration of principal officers;
- iii) The manners and circumstances under which the HMO shall be dissolved;
- iv) The appointment of a liquidator in case of voluntary dissolution; and
- v) The manner of calling the Annual General Meeting of members, the quorum necessary for the transaction of business at such meetings, and the manner of voting therein.

14. Human Resources

Employment Procedures:

An HMO shall have a well-defined employment policy and procedure, and have a proper staff-training programme.

15. Quality Assurance

HMOs shall ensure quality assurance as provided for under the NHIS Act.

HMO shall:

- Establish complaints boxes at Provider facilities;
- Undertake periodic monitoring and evaluation of Health Care Providers;
- Organise regular seminars for Health Care Providers; and
- Provide monthly statistical returns on Providers, i.e. rate of attendance, investigations, admissions, and disease patterns.

16. Offences and Penalties

- a) Proceeds from Advance Payment Guarantee Bond provided by the HMO shall be used to defray bills of Providers affiliated to the HMO in case of default.
- b) Offences and penalties, complaints, and appeals are as provided for in the *Act*.

17. Agreement Between Health Maintenance Organisations (HMOs) and Providers

- a) Agreement between the HMO and Provider shall include the following terms:
 - i) Acceptance by the Provider to provide healthcare services, 24 hours a day and 365 days in the year;
 - ii) Accepting beneficiaries without discrimination. A Provider cannot reject a patient except on appeal to the NHIS stating the grounds for rejection and it shall be only after three months of initial registration with the provider;
 - iii) Stock generic drugs based on the National Essential Drugs List;
 - iv) All prescriptions by the Provider must be in quadruplicate. Two copies shall be sent to the pharmacy, a copy to the HMO and a copy retained by the Provider;
 - v) All beneficiaries shall be given adequate treatment;
 - vi) A Provider shall not see a beneficiary as a private patient;
 - vii) Sending patients only to the NHIS-accredited specialists' facility; and
 - viii) Using only the approved referral line.

- b) A Provider shall contract with any registered HMO.
- c) The obligations of the HMOs shall include payment of capitation for primary health care providers and fee-for-service for secondary and tertiary providers. The NHIS shall however regulate all the fees payable.
- d) The HMOs shall:
 - i) Ensure continuous monitoring of the Providers.
 - ii) The Providers should allow HMOs easy access for such monitoring.
- e) The relationship between the HMO and its affiliated Providers shall be governed by the provisions of the *Act*, the *Operational Guidelines* and the contractual agreement executed between them.

18. Exit from the Scheme

HMOs wishing to exit from participation in the Scheme shall:

- i) Give three (3) months written notice to the Scheme and Providers of its intention and submit a plan demonstrating how its outstanding claims and obligations will be settled; and
- ii) Submit an actuarial analysis of the adequacy of reserved resources to pay Provider claims.

XX. GUIDELINES FOR THE REGISTRATION AND OPERATION OF HEALTH MAINTENANCE ORGANISATIONS (HMOs) ENGAGED IN PRIVATE HEALTH INSURANCE

1. Definition

A Health Maintenance Organization (HMO) is a private or public incorporated company registered by the Scheme solely to manage the provision of health care services through Health Care Providers accredited by the Scheme.

2. Eligibility

Any group of persons or organization of proven and impeccable character may be eligible to form a company (private or public) and apply for registration as an HMO under the Scheme.

3. Conditions for Registration

Any company applying for registration under the Scheme shall meet the following requirements:

- (i) Register with the Corporate Affairs Commission.
- (ii) Original Certificate of Incorporation, Articles and Memorandum of Association would be sighted and verified.
- (iii) Provide Statement of Affairs of the Company Audited Accounts for the past 3 years
- (iv) Provide evidence of Fidelity Guarantee/Indemnity Insurance Cover with an NHIS-accredited insurance company to the value of the paid up share capital
- (v) Complete the prescribed application forms providing the following information:
 - a. Ownership structure and composition of the organization,
 - b. Names and addresses of the principal officers, and
 - c. Category of HMO applied for;

- vi) The minimum ownership of the company for registration as an HMO shall be seven (7) persons, which may include corporate entities;
- vii) Possess necessary staff and infrastructure including computerization;
- viii) Pay to the NHIS stipulated registration fees, fees for guidelines and other sundries;
- ix) A minimum paid-up share capital requirement of ₦50 million for zonal operators, and ₦100 million for a national HMO and be liquid-based and subject to review by the NHIS Council;
- x) Maintain an operational account with NHIS-accredited banks only;
- xi) Not to carry on any business other than the business of health care management; and
- xii) Make complete disclosure of its ownership and organizational structure.

4. Procedure for Registration

Each application for registration as an HMO shall be signed and verified by authorized representatives of the applicant, and shall be in a form prescribed by the Scheme. The prescribed fees, and the following shall accompany such application:

- iv) Basic incorporation documents, such as the Certificate of Incorporation, Memorandum and Articles of Association, and other relevant documents;
- v) A copy of the byelaws, rules and regulations and such other documents regulating the conduct of the internal affairs of the applicant; and
- vi) The list of names, addresses and official positions of the persons who shall be responsible for the conduct of the affairs of the applicant, which shall include, among others, all members of the Board of Directors and Principal Officers of the company.

Upon receipt of an application for registration, the Scheme shall carry out, either through its staff or its authorized agent, an inspection of the company's facilities to determine:

- x) Whether members of the Board of Directors and Management of the company are fit and proper persons to run or manage the company as HMO;
- xi) If the policy documents and manuals of the company conform to the NHIS Guidelines;
- xii) The organizational structure of the company are as stipulated in these Guidelines.
- xiii) The Management structure of the prospective HMO;
- xiv) The company's health management procedures;
- xv) Marketing procedures;
- xvi) Information management process which shall include computer-based technology;
- xvii) Evidence of tax payments and returns, and adherence to legal obligations under the Scheme; and
- xviii) Minutes books with a view to ascertaining attendance of meetings by the Board of Directors and adherence to the company's Rules and Regulations by the Management Team.

The Scheme shall, upon receipt of the above reports, register or reject the application of an HMO.

5. Accreditation Fee Payable by Health Maintenance Organisations

The accreditation fee payable by an HMO to the Scheme shall be ₦100, 000.00 (One Hundred Thousand Naira) only. The fee for renewal of accreditation shall be determined by the Scheme from time to time.

The Scheme shall issue a certificate of registration to every successful HMO, which shall be subject to review every two years.

6. Functions of Health Maintenance Organisations (HMOs)

The functions of HMOs shall include the following:

- xi) The collection of contributions from registered employers and employees;

- xii) The collection of contributions from voluntary contributors;
- xiii) Payment by capitation to Primary Providers and fee-for- service, per diem, case payment to Secondary and Tertiary Providers;
- xiv) Rendering to the Scheme quarterly returns on its activities in a prescribed term within 30 days of the following month;
- xv) Contracting with Health Care Providers accredited by the Scheme for the purpose of rendering health care services;
- xvi) Ensuring that contributions are kept in the Scheme's accredited banks;
- xvii) Establishing a quality assurance system for the provision of quality health care by Health Care Providers;
- xviii) Rendering audited accounts to the NHIS as required;
- xix) Marketing in accordance to NHIS *Guidelines*; and
- xx) Carrying out such functions as are contained in the *NHIS Act* and the *Guidelines*.

7. **Health Plans**

Any HMO can develop its health plan(s) to suit the needs of its clients

Definition

- A health plan is a set of defined health care benefits offered to the enrollee at a premium payable as agreed by the parties.

All health plans must be supported by an actuarial analysis.

No health plan shall be introduced into the private health insurance market by an HMO without prior approval of the health plan in writing by the NHIS.

Responsibilities of HMOs on Health plans

- The HMO shall ensure that the health plan proposed is suitable to the needs and resources of the client; and that the client fully understands the scope of the benefits under the plan.
- The HMO shall give advice only on matters in which he is knowledgeable and seek or recommend other specialist advice when necessary, to avoid misrepresentation; or misleading the client.
- Health plans, by contract or policy, must not prohibit physicians from communicating with patients concerning medical care, medically appropriate treatment options. (whether covered or not) or from making factual and non proprietary statements regarding the plan.
- The HMO shall disclose fully any restrictions and exclusions applying to the plan, including emergency coverage.

- The HMO shall not impose any charge in addition to the premium agreed with the client without disclosing the amount and purpose of such charge.

8. Obligations of HMOs

- i) Registered National HMOs shall operate and open at least one office in each geo-political zone of Nigeria.
- ii) Registered Zonal HMOs shall have at least one office within their designated zone, and operate only in States of that designated zone.
- xiv) Registered HMOs shall carry on their businesses in the way that will ensure that their areas of coverage are fully covered by their operations.
- xv) An HMO shall maintain a bank account in a bank accredited by the Scheme into which shall be paid every contribution by, or on behalf of, a contributor.
- xvi) The HMO shall remit 1% of contributions collected by it to the NHIS, quarterly.
- xvii) Providing free access to information on their accounts with the NHIS-accredited bank.
- xviii) Registered HMOs shall authorise their banks to forward monthly statements of account to the Scheme.
- xix) Signing of the appropriate contractual agreement(s) with the NHIS.
- xx) Shall possess Fidelity Guarantee/Indemnity Insurance Cover from an NHIS-accredited insurance company.
- xxi) Ensure the continuous monitoring of the Providers and easy access to the HMOs by the affiliated healthcare Providers.
- xxii) The HMOs shall provide an avenue for regular meetings with Providers with a view to maintaining standards and other operational modalities.

xxiii) Except as it relates to misconduct, both healthcare providers and HMOs, together with their officers and agents, shall treat any information obtained in respect of each other as confidential.

8. Effect of Registration on HMOs

- i) Any HMO registered under the Scheme shall:
 - (a) Carry on business as an HMO; and
 - (b) Assume liability for and guarantee the benefits offered to the contributors and their dependants.
- ii) No claim or responsibility shall lie on an HMO, except in so far as the claim has arisen, or the responsibility has been incurred, in connection with transactions relating to the business of the HMO.
- iii) The assets, rights, liabilities and obligations of an HMO existing immediately prior to its registration, shall vest in the HMO without any formal transfer or cession.

9. Cancellation/Suspension of Registered HMOs

- i) An HMO shall have its registration cancelled (after investigation) where any of the following situations arise:
 - a) It is discovered that there was misrepresentation on the part of the HMO at time of application, and approval was based on this misrepresentation;
 - b) An HMO wilfully or negligently refuses to forward the prescribed remittances as required under *NHIS Guidelines* and appropriate notices/reminders have been sent and ignored;
 - c) An HMO aids and abets the abuse of the NHIS rules by allowing ineligible persons to benefit from the services of the NHIS;
 - d) When specified NHIS technical requirements are no longer being met;
 - e) Where an HMO has acted in breach or total disregard of the provisions of the *NHIS Act* or any other officially approved Operational Guidelines and the contractual agreement between it and the Scheme; and

- f) When an HMO engages in a fraudulent activity.
- ii) The Scheme may suspend the registration of an HMO on such terms and conditions as may be specified in a written notice served on the HMO.

10. Organisational Structure of HMOs

10.1 Operational Management

- i An HMO shall have a Management structure, which shall include the following:
 - a) Finance and Administration Department,
 - b) Health Services Department (to be headed by a health care professional),
 - c) Information and Communications Technology Department,
 - d) Underwriting Department;
- ii All heads of the department mentioned in sub-paragraph (i) above shall be members of the Strategic Planning Committee of the HMO;
- iii The Scheme shall at all times have the power to ask for and inspect the activities of the departments and committees of an HMO;
- iv. All advertisements by HMOs shall be carried out decently, and within the bounds of fair competition;
- v. It shall be an offence to make false claims or engage in negative campaigns against other HMOs;
- vi. The Scheme shall have the power to sanction any HMO found guilty of violating sub-paragraphs (iv) and (v) of this section;
- vii. HMOs shall engage in the building of goodwill, which shall not include bribery or corruption;
- viii. The Scheme shall sanction HMOs who engage in corrupt or unethical practices; and

- ix. All HMOs shall engage in Contributor Education Services, Provider Education Services, and all such services shall be documented and made available to contributors and the interested public.

10.2 *Patients' Confidentiality*

HMOs and Providers shall adopt operational techniques that shall protect patients' confidentiality.

10.3 *Drug Administration*

- i) HMOs should ensure that Providers adhere to the generic drug policy of the Scheme.
- ii) The NHIS, HMOs and Pharmacy Providers shall co-operate to build acceptable channels to ensure availability and distribution of drugs and materials at affordable costs and to eliminate fake and counterfeit drugs.
- iii) The NHIS may adopt drug utilisation review programmes in order to streamline the management of pharmaceutical care services.

10.4 *Health Care Delivery System and Administration*

- a) The HMOs shall develop a health care organisational structure which shall ensure that:
 - ii) There is a well-developed and utilised Primary Health Care Provider (PHCP) System;
 - ii) The PHCP shall be the first port of call for every contributor;
 - iii) The PHCP may refer the contributor to a hospital or for specialist care where necessary; and
 - v) The hospital and specialist may refer the contributor or his dependant for defined limited rehabilitative care.
- b) Tertiary Health Centres may register with HMOs for ambulatory, hospital, specialist, ancillary and rehabilitative care.

- c) HMOs shall use government hospitals, clinics and other facilities as components of Provider network.
- d) All provider facilities used by HMOs shall be accredited by NHIS.
- e) HMOs shall affiliate with primary and specialist Providers in the geographical areas covered by their operations.

10.5 In-House Facilities of Public and Private Sectors

HMOs shall integrate into their Provider network existing in-house health facilities of public and private sectors, provided they are accredited by NHIS.

10.6 Quality Assurance

HMOs shall ensure quality assurance as provided for under the NHIS Act.

HMO shall:

- Establish complaints boxes at Provider facilities;
- Undertake periodic monitoring and evaluation of Health Care Providers;
- Organise regular seminars for Health Care Providers; and
- Provide monthly statistical returns on Providers, i.e. rate of attendance, investigations, admissions, and disease patterns.

11. Financial Matters

- a) An HMO shall at all times maintain its business as provided under the *NHIS Act*.
- b) An HMO shall maintain the required deposit with the Scheme's accredited banks.
- c) An HMO shall not:
 - i) Encumber its assets without the prior consent of the Scheme in writing.
 - ii) Allow their assets to be held by other persons on their behalf.

12. Annual Financial Statements

An HMO shall submit its Annual Report and Audited Accounts to the NHIS not later than six months after the HMO's accounting year.

13. Memorandum and Articles of Association of HMOs

Provisions in the Memorandum and Articles of Association of registered HMOs shall include the following:

- vi) Election or appointment of a Board of Directors and Management that are fit and proper to manage the business as provided by the *Act*;
- vii) The appointment, removal from office, powers and remuneration of principal officers;
- viii) The manners and circumstances under which the HMO shall be dissolved;
- ix) The appointment of a liquidator in case of voluntary dissolution; and
- x) The manner of calling the Annual General Meeting of members, the quorum necessary for the transaction of business at such meetings, and the manner of voting therein.

14. Human Resources

Employment Procedures:

An HMO shall have a well-defined employment policy and procedure, and have a proper staff-training programme.

15. Offences and Penalties

- a) Offences and penalties, complaints, and appeals are as provided for in the *Act*.

16. Agreement Between Health Maintenance Organisations (HMOs) and Providers

- (a) Agreement between the HMO and Provider shall include the following terms:
 - i) Acceptance by the Provider to provide healthcare services, 24 hours a day and 365 days in the year;
 - ii) Accepting beneficiaries without discrimination. A Provider cannot reject a patient except on appeal to the NHIS stating the grounds for

rejection and it shall be only after three months of initial registration with the provider;

- iii) Stock generic drugs based on the National Essential Drugs List;
- iv) All prescriptions by the Provider must be in quadruplicate. Two copies shall be sent to the pharmacy, a copy to the HMO and a copy retained by the Provider;
- v) All beneficiaries shall be given adequate treatment;
- vi) A Provider shall not see a beneficiary on an insurance Scheme as a private fee paying patient;
- vii) Sending patients only to the NHIS-accredited specialists' facility; and
- viii) Using only the approved referral line.

- (b) A Provider shall contract with any registered HMO.
- (c) The obligations of the HMOs shall include payment of capitation for primary health care providers and fee-for-service for secondary and tertiary providers.
- (d) The HMOs shall:
 - i) Ensure continuous monitoring of the Providers.
 - ii) The Providers should allow HMOs easy access for such monitoring.
- (e) The relationship between the HMO and its affiliated Providers shall be governed by the provisions of the *Act*, the *Operational Guidelines* and the contractual agreement executed between them.

18. Exit from the Scheme

HMOs wishing to exit from participation in the Scheme shall:

- iii) Give three (3) months written notice to the Scheme and Providers of its intention and submit a plan demonstrating how its outstanding claims and obligations will be settled; and Submit an actuarial analysis of the adequacy of reserved resources to pay Provider claims.

XXI. GUIDELINES FOR INSURANCE COMPANIES

Insurance companies are to provide cover for healthcare Providers and Health Maintenance Organizations in the Scheme.

1. Requirements for Accreditation of Insurance Companies

- i) An insurance company must have a minimum paid-up share capital as determined by the National Insurance Commission.
- ii) It must be registered to practice General Insurance Business in line with the provisions of the *Insurance Act*.

2. Accreditation Fee for Insurance Companies

The accreditation fee payable by insurance companies shall be Fifty Thousand Naira (₦50,000.00) only. The fee payable for the renewal of accreditation shall be determined by the Scheme.

3. Malpractice Insurance

Malpractice insurance is a professional indemnity insurance taken by health care providers against the risk of professional malpractice which could arise in the course of the execution of their professional duties, in which a participant believes he/she has suffered injury or injuries and proceeds to a court of law to seek redress, as a result of which compensation is awarded to the participant.

This is a compulsory requirement for all Health Care Providers, which is intended to engender discipline in the system and promote strict compliance to the ethics of the profession.

Under the policy, the Insurer provides indemnity to the Healthcare Provider against claims for damages, breach of professional duty, negligent act, error or omission by the insured, his or their servants in the conduct of his or their specified professional duty.

Malpractice insurance is mandatory for all healthcare Providers accredited by the National Health Insurance Scheme.

Note: *In order for the insured to enjoy the benefit of a Malpractice Insurance Policy he must have paid his premium to the Insurance Company under his contract of insurance, and must not be in breach of any policy conditions.*

The **minimum** Malpractice Insurance Cover for different Healthcare Providers is as follows:

S/N	Healthcare Providers	₦
1.	Tertiary Hospitals with 200 beds and above	25.0 million
2.	Tertiary Hospitals with 100 to 199 beds	12.5 million
3.	General Hospitals with 50 to 99 beds	5.0 million
4.	General Hospitals, Health Care Centres, Nursing & Maternity Homes with 25 to 49 beds	2.5 million
5.	Hospitals, Health care Centres, Nursing & Maternity Homes with 1 to 24 beds	1.5 million
6.	Dental Clinics	1.0 million
7.	Other Health Care Centres & Clinics with NO BEDS	1.0 million
8.	Pharmacies	500,000.00
9.	Radiography Centres	250,000.00
10.	Laboratories	250,000.00
11.	Physiotherapy Centres	250,000.00

The minimum sum insured will be reviewed from time to time.

4. Advance Payment Guarantee Bond: Accredited insurance company shall provide Advance Payment Guarantee Bond HMOs and Performance Bond to Providers.

5. Cancellation or Suspension of an Accredited Insurance Company

i) An Insurance Company shall have its accreditation cancelled (after investigation) where any of the following situations arise:

- a) It is discovered that there was misrepresentation on the part of the Insurance Company at the time of application, and approval was based on this misrepresentation;
 - b) The Insurance Company wilfully or negligently refuses to forward the prescribed remittance to the NHIS as required under the *NHIS Guidelines* and appropriate notices or reminders have been sent and ignored;
 - c) When the NHIS's technical requirements are no longer being met;
 - d) Where the Insurance Company has acted in breach or total disregard of the provisions of the *NHIS Act* or any other officially approved *Operational Guidelines* and the contractual agreement between it, the Provider, the HMO and the NHIS respectively; and
 - e) When the Insurance Company engages in a fraudulent activity.
- ii) The Scheme may suspend the accreditation of an Insurance Company on such terms and conditions as may be specified in a written notice served on the Insurance Company.
6. **Reinsurance:** All accredited Insurance Companies must be reinsured with reputable Reinsurance Companies.
7. **Exit from the Scheme**
 An Insurance Company wishing to exit from operation of the NHIS shall:
- i) Give three (3) months written notice to the NHIS, the Providers and the HMO of its intention;
 - ii) Settle all outstanding claims and obligations between it, the NHIS, the Providers, and the HMO(s); and
 - iii) Submit a detailed list of all Stakeholders insured by it.

XXII. GUIDELINES FOR INSURANCE BROKERS

DEFINITION

Insurance Brokers are professional intermediaries who by law are concerned with placing of various insurance products with insurance companies as well as performing substantial marketing roles.

ELIGIBILITY

Any firm or company duly licensed by the National Insurance Commission as Insurance Broker may apply for accreditation to participate in the NHIS as an Insurance Broker.

CONDITIONS FOR ACCREDITATION

Any firm or company applying for accreditation under the Scheme shall meet the following requirements: -

- (i) Registration with Corporate Affairs Commission
- (ii) License with National Insurance Commission
- (iii) Registration with National Commission of Registered Insurance Brokers.
- (iv) Provides statements of Affairs of the company audited accounts for the past three years.
- (v) Completion of the prescribed NHIS application forms providing the following information.
 - (a) Ownership structure and composition of the organization.
 - (b) Names and addresses of the Officers of the organization.
- (vi) Possession of necessary staff and infrastructure, including computerization
- (vii) Payment of stipulated accreditation fee.

ACCREDITATION FEE PAYABLE BY INSURANCE BROKERS

- The accreditation fee payable by the Insurance Broker to the Scheme shall be N30, 000 (Thirty thousand Naira) only
- Fee for renewal shall be determined by the Scheme from time to time.
- The Scheme shall issue a certificate of accreditation to every successful Insurance Broker, which shall be subject to review every two years.

FUNCTIONS OF INSURANCE BROKERS

- To advise the Scheme on Insurance needs of all Stakeholders

- To advise on best type of cover and its restrictions
- To negotiate rate of premium payable by all stakeholders and claims settlement.
- To advise on obligations placed on the Insurance policy conditions.
- To ensure that all stakeholders under the Scheme possess relevant and current Insurance cover or policy.

OBLIGATIONS OF INSURANCE BROKERS TO THE NHIS

- I. The accredited Insurance Broker shall remit to the Scheme 7% of all commission paid to them on premium by NHIS accredited Insurance Companies and Providers.
- II. Provide free access of information of its activities with accredited Insurance companies and Providers.
- III. Continuously advise the Scheme on the status of the Performance Bond, Advance Payment Guarantee and professional Indemnity covers taken by the various stakeholders in the Scheme.

CANCELLATION/SUSPENSION OF INSURANCE BROKER

An Insurance Broker shall have its accreditation cancelled (after investigation where any of the following situations arises)

- (a) If it is discovered that there was a miss representation on the part of the Insurance Broker at the time of application, and approval was based on this miss- representation;
- (b) An Insurance Broker willfully or negligently refuses to forward the prescribed remittance as required under NHIS guidelines and appropriate notices/reminder have been sent and ignored.
- (c) An Insurance Broker aids and abets the abuse of the NHIS rules by allowing illegible persons to benefit from the services of the NHIS.
- (d) When special NHIS technical requirement are no longer being met
- (e) Where an Insurance Broker has acted in breach or total disregard of the provisions of the NHIS Act or any other officially approved provisional Guideline.
- (f) When an Insurance Broker engages in fraudulent activities.
- (g) The Scheme may suspend the accreditation of an Insurance Broker on such terms and conditions as may be specified in a written notice served on the Insurance Broker.

XXIII GUIDELINES FOR PARTICIPATING BANKS

1. Requirements for Accreditation

- i) Evidence of financial viability
- ii) Adequate branch network
- iii) Adequate Information Communications Technology facility
- iv) Valid banking licence issued by Central Bank of Nigeria (CBN)

The accreditation fee payable by banks shall be One Hundred Thousand Naira (₦100,000.00). The renewal fee shall be determined by the NHIS from time to time.

2. Responsibilities

- i) Take custody of all the funds accruing to the HMO affiliated to it.
- ii) Ensure the safety of all funds for the operation of the Programme.
- iii) Provide, on request by the NHIS, information on the accounts of an HMO.
- vii) Forward monthly statements of account of the HMO on authorization by the HMO to the NHIS.
- viii) Sign the contractual agreement(s) with the NHIS and the HMO.

3. Cancellation or Suspension of Accreditation of a Bank

- i) A bank shall have its accreditation cancelled (after investigation) where any of the following situations arise:
 - a) It is discovered that there was misrepresentation on the part of the bank at the time of application and approval was based on this misrepresentation;
 - b) A bank wilfully or negligently refuses to forward information as required under the NHIS *Guidelines* after appropriate notices or reminders have been sent and ignored;
 - c) A bank aids and abets the abuse of the NHIS rules;
 - d) When the NHIS's technical requirements are no longer being met;
 - e) Where a bank has acted in breach or total disregard of the provisions of the *NHIS Act* or any other officially approved *Operational Guidelines* and the contractual agreement between it and the Scheme; and
 - f) When a bank engages in a fraudulent activity.
- ii) The Scheme may suspend the registration of a bank on such terms and conditions as may be specified in a written notice served on the bank.

4. Exit from the Scheme

A bank wishing to exit from operation under the NHIS shall:

- i) Give three (3) months written notice to the NHIS and the HMO of its intention; and
- ii) Settle all outstanding claims and obligations between it, the NHIS, and the HMO(s).

XXIV. GUIDELINES FOR THE OPERATIONS OF URBAN SELF-EMPLOYED SOCIAL HEALTH INSURANCE PROGRAMME

1. DEFINITION

The Urban Self-employed Social Health Insurance programme is a non-profit mechanism to pool health risks and resources of occupational-based groups as Mutual Health Association (MHA), to provide protection to all members against financial consequences of mutually determined health risks, in which members are responsible for its management.

2. MEMBERSHIP

Economically cohesive groups (including retirees that have joined the group), which are occupation based, will come together to form a Mutual Health Association (MHA) for participation in the programme.

3. CONTRIBUTION

Participants will pay a flat rate contribution per individual, which will be strictly cash, on a monthly basis in advance. There will be a processing period (waiting period) of sixty (60) days before a participant can access services.

4. BENEFIT PACKAGE

The benefit package is liberalized and the contribution rate will be determined by the package selected by the participants.

5. PROVIDER PAYMENT

Capitation payment systems will be used at Primary level while fee-for-service will be used at Secondary level.

6. ADMINISTRATION

Participants shall elect a Board of Trustees. Where the Group is made up of more than one composite unit or Association, each unit or Association must be represented on the Board. This Board shall have seven elected officers made up of the Chairman, Secretary, Treasurer and four others. A clerk should be appointed to carry out clerical and accounting duties.

The Board of Trustees shall have executive powers. The Board will be responsible for collecting contributions from participants; paying providers for services rendered and

opening and operating a Bank account with an NHIS accredited Bank. The Mutual Health Association shall have an office where meetings will be held.

Three (3) members of the Board of Trustees, Chairman, Secretary and Treasurer shall be signatories to the account. The Chairman and any one of the other two can sign the cheques.

The Board of Trustees through the Clerk shall document all income and expenditure of the MHA. The Board shall minimize administrative cost.

The following sharing formulae shall be employed in fund disbursement for operating the programme.

For every contribution collected for the previous month, the month's liabilities would be as below:

- Capitation for a paid-up enrollee
- Retained in BOT's bank account for Referrals on Fee-for-Service basis.
- Clerk's allowance.
- BOT's Administrative cost (Printing of Letter heads, receipts)
- To facilitate BOT's meetings.
- Reserve Fund.

7. FRAUD CONTROL MEASURES

The success of the Urban Self-Employed Social Health Insurance Programme will to a large extent depend on how effectively moral hazard and adverse selection are eliminated or minimized. To guard against moral hazard, the Chairman shall be the Gate Keeper and his deputy in his absence, from whom a utilization form shall be obtained before accessing service.

Emergency cases can be treated without utilization form, however regularization with Gate Keeper should be done as soon as possible. If an emergency is found not to be claimed, the participant will be surcharged an agreed sum to be determined by the Board of Trustees.

To ensure adequate pooling of resources and to prevent adverse selection, at least **500** individuals must participate. Any participant who defaults in the payment of contribution will pay all outstanding contribution before he will be allowed to re-access service, after sixty (60) days waiting period.

8. ACTUARIAL REVIEW

Actuarial Review will be carried out every six months by the NHIS.

9. ROLE OF NHIS

- i) Setting standards for Health Care Providers.
- ii) Approving Mutual Health Associations for participation.
- iii) Carrying out Actuarial Review to determine contribution rates and payment rates to Providers.

- iv) Drawing agreements and Memoranda of understanding between MHA and Providers to safeguard members.
- v) The NHIS will ensure the training of the members of the Board of Trustees in elementary management, book-keeping and the NHIS mode of operations.
- vi) Training of Health Care Providers.
- vii) The NHIS will embark on sensitisation campaign through handbills, lectures, radio adverts, drama, local musicians, town criers, Schools, Churches and Mosques.
- viii) The NHIS in collaboration with other relevant agencies will offer technical support in the provision of health education to combat infectious and preventable diseases.
- ix) The NHIS will seek the support of Development Collaborating Partners in the implementation of the programme.
- x) The NHIS will facilitate MHA/Provider meetings and also monitor the negotiation and interaction between the MHA, and the Providers.
- xi) The NHIS will liaise with owners of public health facilities on the use of such facilities and retention of fund by the facilities.

10. REGISTRATION OF MUTUAL HEALTH ASSOCIATIONS

All Urban Self-Employed Social Health Insurance Mutual Health Associations shall register with the Corporate Affairs Commission and NHIS.

11. REFERRALS

The need for referral will depend on the benefit package chosen by the Mutual Health Association. However, referral will end at the secondary level.

12. RULES AND REGULATIONS

- i) The Urban Self-employed Mutual Health Association shall register with NHIS.
- ii) No Urban Self-employed Mutual Health Association registered with NHIS shall discriminate against any member on arbitrary grounds including race, gender, marital status or ethnic background.
- iii) The NHIS may use its own staff or appointed agent to visit any Mutual Health Association and assess its structure and performance.
- iv) NHIS shall issue certificate of registration to each Mutual Health Association registered by it and enter such name in its register.
- v) Upon registration, each Mutual Health Association shall open a bank account with any Bank from the list of NHIS accredited Banks and inform NHIS accordingly.
- vi) Upon registration no person shall have claim on the asset or right of any Mutual Health Association.

- vii) Registration of any Mutual Health Association may be cancelled if the registration is based on fraudulent misrepresentation, ceases to exist, or is unable to maintain financial conditions stipulated by the NHIS.
- viii) Upon registration, the Mutual Health Association shall enter into agreement with a chosen Health Care Provider or Providers after due negotiation.
- ix) Upon registration, Mutual Health Associations shall sign Memoranda of Understanding with NHIS.
- x) No Mutual Health Association shall be allowed to invest its funds.
- xi) Every Mutual Health Association shall evolve appropriate dispute resolution mechanism, which shall be made known to members.
- xii) Every Mutual Health Association registered with the NHIS in collaboration with NHIS shall set up a Quality Assurance Committee to ensure quality of service by the Provider
- xiii) NHIS shall carry out periodic evaluation exercise for registered Mutual Health Association and assess level of performance and efficiency
- xiv) Identity cards shall be provided by the NHIS to members
- xv) The Board of Trustees will meet at least once a month while the general meeting of the Associations will be held quarterly.
- xvi) Every Mutual Health Association shall set up a Health Education Committee.
- xvii) NHIS shall attend meetings of Mutual Health Associations and Board of Trustees as observers.
- xviii) Membership of the Board of Trustees will be voluntary attracting no remuneration.

13. Standards For Health Care Providers

A. Primary Health Care Provider

Facility Requirements

The facility of the Primary Health Care Provider must meet the following requirements:

1. Waiting and Reception Area
 - a) At least 4 x 3 metres
 - b) Sitting facilities
 - c) Reception table
 - d) Registration table
 - e) Medical record keeping facilities
 - f) Wheel Chair/Patients Trolley
 - g) Adequate ventilation
 - h) Weighing scale
 - i) Stadiometre for heights
 - j) Washable floor
2. Consulting Room

- j) At least 4 x 3 metres
- k) Examination couch
- l) Wash hand basin
- m) Thermometer
- n) Good light source
- o) Stethoscope
- p) Diagnostic set
- q) Sphygmomanometer
- r) Table and chairs
- s) Adequate ventilation
- t) Washable floor

3. Treatment Room

- t) At least 2 x 3 metres
- u) Instruments cabinet
- v) Dressing trolley/tray
 - Cotton swab
 - Needles and syringes
 - Galipot
 - Dressing forceps
 - Needle holder
 - Suture materials
 - Antiseptics/disinfectants
 - Gauze/bandages
 - Disposable gloves
- w) Injection trolley and equipments
 - i) Cotton swab
 - ii) Needles and syringes
 - iii) Galipot
- x) Wash hand basin
- y) Dressing stool
- z) Washable floor

4. Patients' toilet facilities with adequate water supply

5. Sterilizer/Autoclave

6. Containers for sharps disposal

7. Emergency tray

- (a) - Needles and syringes
 - Scalp vein needles
 - I V giving set

- Injection hydrocortisone
- Injection adrenaline
- 5% dextrose
- Normal saline
 - Injection Aminophylline
 - Gloves

(b) Resuscitative equipment

- Ambu bag
- Oxygen
- Suction machine
- Drip stand

8. Appropriate fire fighting equipment

9. Adequate waste disposal facilities

10. Refrigerator

Personnel requirements

- i) One medical doctor who must be registered with the Medical and Dental Council of Nigeria, and must possess a current licence to practise
- ii) Two registered nurses, one of whom must be a midwife and both must be registered with the Nursing and Midwifery Council of Nigeria, and must possess current licences to practise.
- iii) Two hospital assistants
- iv) One administrative staff for medical records and secretarial work

B Secondary Health Care Provider

Facility Requirements

In addition to the requirements for Primary health care providers, the Secondary health care provider shall possess the following:

- i) Laboratory
- ii) X-ray and allied diagnostics
- iii) Surgical operating theatre
- iv) Pharmacy (in-house)
- v) Lying-in ward with minimum distance of one metre in-between adjoining beds, and 1 x 3 sq. metres between two rows of bed
- vi) A locker and an over bed table for each bed
- vii) Separate wards for male, female and children
 - i) Delivery room where applicable to be 12sq. metres
 - ii) Sterilizer/Autoclave
 - iii) Wheel Chair/Patients trolley

- iv) Ward Screen
- v) Sluice room
- vi) Adequate illumination
- vii) Clean water
- viii) Clean toilet and bath facilities with adequate water supply
- ix) Washable floors
- x) Adequate drainage
- xi) Fire fighting facilities that are appropriately distributed throughout the premises
- xii) Mosquito screening for the wards
- xiii) Nurses ' bay
- xiv) Doctors room
- xv) Possession of required malpractice/professional indemnity insurance as stipulated in the *NHIS Guidelines*
- xvi) Possession of appropriate equipment and staff to render services in the field of specialization
- xvii) Registration of premises by the Government of the State in which they operate, where applicable
- xviii) Alternative power supply in good condition
- xix) Any other facility that may be prescribed by the NHIS

C. Minimum Requirements for the Theatre/Labour Room

- (a) Labour room at least 12sq metres
- (b) Resuscitative equipment:-
 - Oxygen
 - Suction machine
 - Resuscitative table
 - Oropharyngeal tube
 - Disposable gloves
 - Needle & syringe
 - 50% dextrose
 - Scalp vein needle 21G, 23G
 - I.V/blood giving set
 - Normal saline
 - Dextrose saline
 - Drip Stand
- (c) At least 1 bed
- (d) Adequate toilet facilities
- (e) Adequate lighting
- (f) Adequate water supply
- (g) Adequate waste disposal
- (h) Washable floors

Operating Theatre

- (i) Standard theatre room
- (j) Operating table
- (k) Anaesthetic machine
- (l) Autoclave
- (m) Adequate air conditioning units
- (n) Adequate resuscitative equipment
- (o) Operating light source.

XXV. GUIDELINES FOR THE OPERATIONS OF RURALCOMMUNITY SOCIAL HEALTH INSURANCE PROGRAMME

1. Definition

The Rural Community Social Health Insurance Programme is a non-profit Health Insurance Scheme for a cohesive group of households or individuals registered as Mutual Health Associations (MHAs), formed on the basis of the ethics of mutual aid and the collective pooling of health risks, in which members are responsible for its management.

2. Membership

Membership is by individuals/families (which may include retirees) in the Community who voluntarily register to participate in the Programme.

3. Contributions

- a) A flat rate contribution per individual will be paid monthly or seasonally in advance.
- b) There shall be a processing period (waiting period) of sixty (60) days before a participant can access services.

4. Health Benefit Package

The health benefit package is liberalized, and the contribution rate will be determined by the package selected by the participants.

5. Provider Payment System

The capitation payment system will be used at the Primary level, while the fee-for-service will apply for secondary services.

6. Administration

Participants shall have a Board of Trustees which shall be made up of representatives who will be elected by the contributors.

The Board shall have seven elected officers made up of the Chairman, Secretary, Treasurer and four others. A clerk shall be appointed to carry out clerical and accounting duties.

The Board of Trustees shall have executive powers. The Board shall be responsible for the collection of contributions from participants, paying Providers for services rendered, and opening and operating a bank account with the NHIS-accredited Bank. The MHA shall have an office where meetings will be held.

Three (3) members of the Board of Trustees, the Chairman, the Secretary and the Treasurer shall be signatories to the account. The Chairman and any one of the other two can sign the cheques.

The Board of Trustees, through the Clerk, shall document all income and expenditure of the MHA. The Board shall keep administrative costs to the minimum.

The following sharing formulae shall be employed in fund disbursement for operating the Programme:

For every contribution collected in the previous month, the current month's liabilities shall include the following:

- Capitation for a paid-up enrollee
- Retained in BOT's bank account for Referrals on a Fee-for-Service basis
- Clerk's allowance
- BOT's administrative cost (printing of letterheads, receipts)
- To facilitate BOT's meetings
- Reserve Fund

7. Fraud Control Measures

The success of the Rural Community Social Health Insurance Programme will, to a large extent, depend on how effectively moral hazards and adverse selection are eliminated or minimized. To guard against moral hazard, a Gatekeeper and a Deputy Gatekeeper who must be members of the Board of Trustees will be chosen by the contributor. A participant will have to get a utilization form from the Gatekeeper or his Deputy before he can access any level of service.

Emergency cases can be treated without a utilization form. However regularization with the Gatekeeper should be done as soon as possible. If an emergency is found not to be as claimed, the participants will be surcharged an agreed sum to be determined by the Board of Trustees.

To ensure adequate pooling of resources, at least 500 individuals in the community must participate. Any participant who defaults in the payment of contributions, will pay all outstanding contributions before he will be allowed to re-access service, after a thirty-day waiting period.

8. Actuarial Reviews

An actuarial review will be carried out every six months by the NHIS.

9. Role of the NHIS

- i) Setting standards for Health Care Providers;
- ii) Approving Mutual Health Associations for participation;
- iv) Carrying out actuarial reviews to determine contribution rates and payment rates to Providers;
- v) Drawing up Agreements and Memoranda of Understanding between MHAs and Providers to safeguard members' interests;
- vi) Ensuring the training of members of the Board of Trustees in elementary management, bookkeeping and the NHIS mode of operations;
- vii) Training of Health Care Providers;
- viii) Embarking on sensitisation campaigns through handbills, lectures, radio adverts, drama, local musicians and town criers, schools, churches and mosques;
- ix) Collaborating with other relevant agencies to offer technical support in the provision of health education to combat infectious and preventable diseases;
- x) Seeking the support of Development Collaborating Partners in the implementation of the Programme;
- xi) Facilitating MHA/Provider meetings and also monitoring the negotiations and interactions between the MHAs and the Providers; and
- xii) Liaising with the owners of public health facilities on the use of such facilities and the retention of funds by the facilities.

10. Registration of Mutual Health Association

All Mutual Health Associations shall register with the Corporate Affairs Commission and the NHIS.

11. Referrals

The need for referrals will depend on the benefit package chosen by the Association. However, referrals will end at the Secondary level of health care.

12. Rules and Regulations

- i) All Mutual Health Associations shall register with the NHIS.
- ii) No Mutual Health Association registered with the NHIS shall discriminate against any member on arbitrary grounds, including race, gender, marital status, or ethnic background.
- iii) The NHIS may use its own staff or appointed agents to visit any Mutual Health Association and assess its structure and performance.

- iv) The NHIS shall issue a certificate of registration to each Mutual Health Association registered by it and enter such name in its register.
- v) Upon registration, each Mutual Health Association shall open a bank account with any bank from the list of NHIS-accredited banks and inform the NHIS accordingly.
- vi) Upon registration, no person shall have claim on the assets or rights of any Mutual Health Association.
- vii) Registration of any Mutual Health Association may be cancelled if the registration is based on fraudulent misrepresentation, the Association ceases to exist, or is unable to maintain the financial conditions stipulated by the NHIS.
- viii) Upon registration, the Mutual Health Association shall enter into an agreement with a chosen Healthcare Provider or Providers, after due negotiations.
- ix) Upon registration, Mutual Health Associations shall sign Memoranda of Understanding with the NHIS.
- x) No Mutual Health Association shall be allowed to invest its funds.
- xi) Every Mutual Health Association shall evolve an appropriate dispute resolution mechanism, which shall be made known to its members.
- xiii) Every Mutual Health Association registered with the NHIS, in collaboration with NHIS, shall set up a Quality Assurance Committee to ensure quality of service by the Provider.
- xiv) The NHIS shall carry out periodic evaluation exercises for registered Mutual Health Associations and assess their level of performance and efficiency.
- xv) Identity cards shall be provided by the NHIS to members.
- xvi) The Board of Trustees shall meet at least once a month while the general meetings of the Associations shall be held quarterly.
- xvii) Every Mutual Health Association shall set up a Health Education Committee.
- xviii) The NHIS shall attend the meetings of Mutual Health Associations and Board of Trustees as observers.
- xix) Membership of the Board of Trustees shall be voluntary attracting no remuneration.

13. Standards For Health Care Providers

13.1 Primary Health Care Provider

Facility Requirements

The facility of the Primary Health Care Provider must meet the following requirements:

- 1. Waiting and Reception Area
 - i) At least 4 x 3 metres
 - ii) Sitting facilities
 - iii) Reception table
 - iv) Registration table

- v) Medical record keeping facilities
- vi) Wheel Chair/Patients Trolley
- vii) Adequate ventilation
- viii) Weighing scale
- ix) Stadiometre for heights
- x) Washable floor

2. Consulting Room

- i) At least 4 x 3 metres
- ii) Examination couch
- iii) Wash hand basin
- iv) Thermometer
- v) Good light source
- vi) Stethoscope
- vii) Diagnostic set
- viii) Sphygmomanometer
- ix) Table and chairs
- x) Adequate ventilation
- xi) Washable floor

3. Treatment Room

- i) At least 2 x 3 metres
- ii) Instruments cabinet u
- iii) Dressing trolley/tray
 - Cotton swab
 - Needles and syringes
 - Galipot
 - Dressing forceps
 - Needle holder
 - Suture materials
 - Antiseptics/disinfectants
 - Gauze/bandages
 - Disposable gloves
- iv) Injection trolley and equipments
 - Cotton swab
 - Needles and syringes
 - Galipot
- v) Wash hand basin
- vi) Dressing stool
- vii) Washable floor

4. Patients' toilet facilities with adequate water supply

5. Sterilizer/Autoclave

6. Containers for sharps disposal
7. Emergency tray
 - a) - Needles and syringes
 - Scalp vein needles
 - I V giving set
 - Injection hydrocortisone
 - Injection adrenaline
 - 5% dextrose
 - Normal saline
 - Injection Aminophylline
 - Gloves
 - b) Resuscitative equipment
 - Ambubag
 - Oxygen
 - Suction machine
 - Drip stand
8. Appropriate fire fighting equipment
9. Adequate waste disposal facilities
10. Refrigerator

Personnel requirements

- i) One medical doctor who must be registered with the Medical and Dental Council of Nigeria, and must possess a current license to practice
- iii) Two registered nurses, one of whom must be a midwife and both must be registered with the Nursing and Midwifery Council of Nigeria, and must possess current licenses to practice.
- iv) Two hospital assistants
- v) One administrative staff for medical records and secretarial work

13.2 Secondary Health Care Provider

Facility Requirements

In addition to the requirements for Primary health care providers, the Secondary health care provider shall possess the following:

- i) Laboratory
- vi) X-ray and allied diagnostics
- vii) Surgical operating theatre

- viii) Pharmacy (in-house)
- ix) Lying-in ward with minimum distance of one metre in-between adjoining beds, and 1 x 3 sq. metres between two rows of bed
- x) A locker and an over bed table for each bed
- xi) Separate wards for male, female and children
- xii) Delivery room where applicable to be 12sq. metres
- xiii) Sterilizer/Autoclave
- xiv) Wheel Chair/Patients trolley
- xv) Ward Screen
- xvi) Sluice room
- xvii) Adequate illumination
- xviii) Clean water
- xix) Clean toilet and bath facilities with adequate water supply
- xx) Washable floors
- xxi) Adequate drainage
- xxii) Fire fighting facilities that are appropriately distributed throughout the premises
- xxiii) Mosquito screening for the wards
- xxiv) Nurses ' bay
- xxv) Doctors room
- xxvi) Possession of required malpractice/professional indemnity insurance as stipulated in the NHIS *Guidelines*
- xxvii) Possession of appropriate equipment and staff to render services in the field of specialization
- xxviii) Registration of premises by the Government of the State in which they operate, where applicable
- xxix) Alternative power supply in good condition
- xxx) Any other facility that may be prescribed by the NHIS

13.3. Minimum Requirements for the Theatre/Labour Room

- (a) Labour room at least 12sq metres
- (b) Resuscitative equipment:-
 - Oxygen
 - Suction machine
 - Resuscitative table
 - Oropharyngeal tube
 - Disposable gloves
 - Needle & syringe
 - 50% dextrose
 - Scalp vein needle 21G, 23G
 - I.V/blood giving set
 - Normal saline
 - Dextrose saline
 - Drip Stand
- (c) At least 1 bed

- (d) Adequate toilet facilities
- (e) Adequate lighting
- (f) Adequate water supply
- (g) Adequate waste disposal
- (h) Washable floors

Operating Theatre

- (i) Standard theatre room
- (j) Operating table
- (k) Anaesthetic machine
- (l) Autoclave
- (m) Adequate air conditioning units
- (n) Adequate resuscitative equipment
- (o) Operating light source.

XXVI. GUIDELINES FOR THE OPERATIONS OF CHILDREN UNDER FIVE (5) SOCIAL HEALTH INSURANCE PROGRAMME (CUFSHIP)

1. DEFINITION

Children Under Five Social Health Insurance Programme (CUFSHIP) is a programme designed to cover the health needs of Children under the age of five (5) years across the country, who are considered vulnerable.

2. MEMBERSHIP

Four biological Children under the age of five (5) years whose parents are participating in either Rural Community Social Health Insurance Programme (RCSHIP) or Urban Self Employed Social Health Insurance Programme (USESHIP).

3. CONTRIBUTIONS

The Federal, State, Local Government, Development Partners and Non-Governmental Organisations will pay contributions in advance.

4. HEALTH BENEFIT PACKAGE

The health benefits derivable under this programme cover the major causes of morbidity and mortality in children under the age of five (5), and these include:

- i) Malaria
- ii) Diarrhoea
- iii) Upper Respiratory Tract infections

- iv) Pneumonia
- v) Measles
- vi) Skin Infections
- vii) Domestic Accidents
- viii) Immunisation
- ix) Typhoid (Enteric fever)
- x) Hospitalisation

5. PROVISION OF HEALTH CARE BENEFITS

In order to ensure proper coordination, the children would make use of the Health Care Providers and Facilities registered by NHIS that are nearest to them.

6. PROVIDER PAYMENT SYSTEMS

Capitation payment system will be used to ensure simplicity and cost containment. The rate to be paid to Health Care Providers will be determined by actuarial analysis, which will be carried out from time to time.

7. ADMINISTRATION

The Board of Trustees of Mutual Health Association shall manage this Programme.

8. ROLE OF NHIS

- a) Technical Support.
- b) Setting standards for Providers.
- c) Carrying out Actuarial review to determine contributions rates to be paid by Government and payment rates to service providers.
- d) Sensitisation and mobilization.
- e) Health education.
- f) Liaison with owners of health facilities on the use of their facilities and the retention of funds by these facilities.

9. REFERRALS

Referrals will end at secondary level.

10. STANDARDS FOR HEALTH CARE PROVIDERS

10.1 Primary Health Care Provider

A. Facility Requirements

The facility of the Primary Health Care Provider must meet the following requirements:

- i) A waiting and reception area which should measure at least 4 x 3 metres, equipped with sitting facilities, reception and registration table, and medical record keeping facilities.

- ii) A consulting room measuring at least 4 x 3 metres containing an examination couch and screen, wash hand basin and towels. It shall also have equipment for conducting a complete physical examination - good light source, stethoscope, diagnostic set, disposable spatulas, patellar hammer, measuring tape, sphygmomanometer, weighing scales for adults and children, stadiometer for height measurements, and vaginal speculum.
- iii) A treatment room measuring at least 4 x 3 meters with a couch and screen, instrument cabinet, sterilizer, dressing and injection trolley and equipment (e.g. gallipots, forceps, needle holders, kidney dishes, bowls, etc). There should also be wash hand basins with hand towels.
- xi) Appropriate containers for the disposal of sharps.
- xii) Adequately maintained emergency tray and resuscitative equipment (oxygen, suction machine etc).
- xiii) Toilet and bathroom facilities with adequate supply of water.
- xiv) Fire fighting equipment to suit the local environment.
- viii) Adequate waste disposal facilities.

B. Personnel requirements

- i) One medical doctor who must be registered with the Medical and Dental Council of Nigeria, and must possess a current licence to practice.
- ii) Two registered nurses, one of whom must be a midwife and both must be registered with the Nursing and Midwifery Council of Nigeria, and must possess current licenses to practice.
- iii) Two hospital assistants.
- iv) One administrative staff for medical records and secretarial work.

10.2 Secondary Care Provider

A. Facility Requirement

- i) Equipment and facilities for outpatient and inpatient services in general medical, surgical paediatric and maternal care
- ii) Laboratory plus Blood Bank
- iii) Operating theatre
- iv) X-ray facility
- v) Pharmacy
- vi) Kitchen
- vii) Lying-in ward-1m in between beds, 1x 3 sqm between 2 rows
- viii) Locker and over-bed table for each bed
- ix) Wheel chair
- x) Screen
- xi) Separate Wards for Males, Females and Children

- xii) Delivery room –12 sqm
- xiii) First stage labour room –12 sqm
- xiv) Isolation room
- xv) Sluice room
- xvi) Adequate illumination of wards and clinics
- xvii) Water supply
- xviii) Toilet facilities – 1 per 12 beds
- xix) Bath facilities – 1 per 8 beds
- xx) Washable floors
- xxi) Adequate drainage of premises
- xxii) Mosquito screening for wards
- xxiii) Refuse and waste disposal
- xxiv) Containers for sharps
- xxv) Nurses’ bay
- xxvi) Doctors’ room

B. Personnel requirements

- i) At least a medical doctor in each of the specialties, either on full or part time basis.
- ii) A minimum of nine registered nurses/midwives.
- iii) A minimum of four ward assistants.
- iv) A minimum of two administrative staff.
- v) At least one Pharmacist.
- vi) At least one Medical Laboratory Scientist.
- vii) At least one Medical Records Officer.
- viii) At least one Radiographer

The required number of staff must however be commensurate with the bed capacity of the hospital. All professional staff will be required to register with their professional Boards/Councils, and possess current licenses to practice. The facilities are also required to take appropriate Malpractice Insurance cover as may be determined from time to time by the NHIS.

**XXVII. GUIDELINES FOR THE OPERATIONS OF THE
PERMANENTLY DISABLED PERSONS SOCIAL HEALTH
INSURANCE PROGRAMME**

1. DEFINITION

Permanently Disabled Persons Social Health Insurance Programme (PDPSHIP) is a programme designed to provide Healthcare Services to Permanently Disabled Persons who due to their disability cannot engage in any economic productive activity.

2. MEMBERSHIP

Permanently Disabled Persons resettled in rehabilitation centers, will be covered under the programme. This will make for easy identification and coordination.

3. CONTRIBUTIONS

The Federal, States, Local Governments, Development Partners and Non-Governmental Organisations will pay contributions in advance.

4. HEALTH BENEFIT PACKAGE

The Health Benefits derivable under this Programme include:

- i) Malaria
- ii) Diarrhoea
- iii) Upper Respiratory Tract Infections
- iv) Pneumonia
- v) Skin Infections
- vi) Antenatal Care
- vii) Delivery
- viii) Post Natal Care
- ix) Ectopic Pregnancy
- x) Typhoid Fever
- xi) Domestic Accidents
- xii) Meningitis
- xiii) Hernia
- xiv) Appendicitis

5. PROVIDER PAYMENT SYSTEM

Payment at Primary level will be by Capitation, while fee –for-service shall be employed at the Secondary level.

The rate to be paid to Health Care Providers will be determined by actuarial analysis, and shall be reviewed from time to time.

6. ADMINISTRATION

Administered shall be through HMOs appointed by the Federal Government.

7. ROLE OF NHIS

- i) Technical Support.
- ii) Setting standards for Providers.
- iii) Carrying out Actuary Review to determine contribution rates to be paid by Government and payment rates to service providers.
- iv) Sensitization and mobilization.
- v) Health education.

- vi) Liaison with owners of health facilities on the use of their facilities and retention of funds by the facilities.

8. REFERRALS

Referrals will end at secondary level.

13. STANDARDS FOR HEALTH CARE PROVIDERS

13.1 Primary Health Care Provider

A. Facility Requirements

The facility of the Primary Health Care Provider must meet the following requirements:

- i) A waiting and reception area which should measure at least 4 x 3 metres, equipped with sitting facilities, reception and registration table, and medical record keeping facilities.
- ii) A consulting room measuring at least 4 x 3 metres containing an examination couch and screen, wash hand basin and towels. It shall also have equipment for conducting a complete physical examination - good light source, stethoscope, diagnostic set, disposable spatulas, patellar hammer, measuring tape, sphygmomanometer, weighing scales for adults and children, stadiometer for height measurements, and vaginal speculum.
- iii) A treatment room measuring at least 4 x 3 meters with a couch and screen, instrument cabinet, sterilizer, dressing and injection trolley and equipment (e.g. gallipots, forceps, needle holders, kidney dishes, bowls, etc). There should also be wash hand basins with hand towels.
- iv) Appropriate containers for the disposal of sharps.
- v) Adequately maintained emergency tray and resuscitative equipment (oxygen, suction machine etc).
- vi) Toilet and bathroom facilities with adequate supply of water.
- vii) Fire fighting equipment to suit the local environment.
- viii) Adequate waste disposal facilities.

B. Personnel requirements

- i) One medical doctor who must be registered with the Medical and Dental Council of Nigeria, and must possess a current licence to practice.
- ii) Two registered nurses, one of whom must be a midwife and both must be registered with the Nursing and Midwifery Council of Nigeria, and must possess current licenses to practice.
- iii) Two hospital assistants.
- iv) One administrative staff for medical records and secretarial work.

13.2 Secondary Care Provider

A. Facility Requirement

- i) Equipment and facilities for outpatient and inpatient services in general medical, surgical paediatric and maternal care.
- ii) Laboratory plus Blood Bank.
- iii) Operating theatre.
- iv) X-ray facility.
- v) Pharmacy.
- vi) Kitchen.
- vii) Lying-in ward-1m in between beds, 1x 3 sqm between 2 rows.
- viii) Locker and over-bed table for each bed.
- ix) Wheel chair.
- x) Screen.
- xi) Separate Wards for Males, Females and Children.
- xii) Delivery room –12 sqm.
- xiii) First stage labour room –12 sqm.
- xiv) Isolation room.
- xv) Sluice room.
- xvi) Adequate illumination of wards and clinics.
- xvii) Water supply.
- xviii) Toilet facilities – 1 per 12 beds.
- xix) Bath facilities – 1 per 8 beds.
- xx) Washable floors.
- xxi) Adequate drainage of premises.
- xxii) Mosquito screening for wards.
- xxiii) Refuse and waste disposal.
- xxiv) Containers for sharps.
- xxv) Nurses' bay.
- xxvi) Doctors' room
- xxvii)

B. Personnel requirements

- i) At least a medical doctor in each of the specialties, either on full or part time basis.
- ii) A minimum of nine registered nurses/midwives.
- iii) A minimum of four ward assistants.
- iv) A minimum of two administrative staff.
- v) At least one Pharmacist.
- vi) At least one Medical Laboratory Scientist.
- vii) At least one Medical Records Officer.
- viii) At least one Radiographer

The required number of staff must however be commensurate with the bed capacity of the hospital. All professional staff will be required to register with their professional Boards/Councils, and possess current licenses to practice. The facilities are also

required to take appropriate Malpractice Insurance cover as may be determined from time to time by the NHIS.

XXVIII GUIDELINES FOR THE OPERATIONS OF
PRISON INMATES
SOCIAL HEALTH INSURANCE PROGRAMME

1. DEFINITION

A programme designed (An arrangement to) to provide healthcare (security) to inmates of Nigeria Prisons and offending minors in Borstal Homes, who by virtue of their restriction, cannot engage in any activity to earn income.

2. MEMBERSHIP

Convicts and those awaiting trial remanded in Prison custody, and offending Minors in Borstal Homes.

3. CONTRIBUTION

The Federal, States and Local Governments, Development Partners and Non-Governmental Organisations (NGOs) will pay contributions in advance.

4. HEALTH BENEFIT PACKAGE

The Health Benefits derivable under this Programme include:

- i) Malaria
- ii) Diarrhoea
- iii) Upper Respiratory Tract Infections
- iv) Pneumonia
- v) Skin Infections
- vi) Antenatal Care
- vii) Delivery
- viii) Postnatal Care
- ix) Ectopic Pregnancy
- x) Typhoid fever(Enteric fever)
- xi) Domestic Accidents
- xii) Meningitis
- xiii) Appendicectomy
- xiv) Health Education
- xv) Limited Psychiatric Services

5. PROVIDER PAYMENT SYSTEM

Payment at Primary level shall be by Capitation, while fee-for-service shall be adopted for the Secondary level.

The rates payable will be determined by Actuarial analysis, and shall be reviewed from time to time.

6. ADMINISTRATION

To be administered by HMOs appointed by the Federal Government.

7. ROLE OF NHIS

- a) Technical Support.
- b) Setting standards for Providers.
- c) Carrying out Actuarial reviews to determine contributions rates to be paid by Government and payment rates to service providers.
- d) Sensitisation and mobilization.
- e) Health education.
- f) Liaison with owners of health facilities on the use of their facilities and the retention of funds by these facilities.

8. REFERRALS

Referrals will end at secondary level.

9. STANDARDS FOR HEALTH CARE PROVIDERS

9.1 Primary Health Care Provider

A. Facility Requirements

The facility of the Primary Health Care Provider must meet the following requirements:

- i) A waiting and reception area which should measure at least 4 x 3 metres, equipped with sitting facilities, reception and registration table, and medical record keeping facilities.
- ii) A consulting room measuring at least 4 x 3 metres containing an examination couch and screen, wash hand basin and towels. It shall also have equipment for conducting a complete physical examination - good light source, stethoscope, diagnostic set, disposable spatulas, patellar hammer, measuring tape, sphygmomanometer, weighing scales for adults and children, stadiometer for height measurements, and vaginal speculum.
- iii) A treatment room measuring at least 4 x 3 meters with a couch and screen, instrument cabinet, sterilizer, dressing and injection trolley and equipment (e.g. gallipots, forceps, needle holders, kidney dishes, bowls, etc). There should also be wash hand basins with hand towels.
- iv) Appropriate containers for the disposal of sharps.
- v) Adequately maintained emergency tray and resuscitative equipment (oxygen, suction machine etc).
- vi) Toilet and bathroom facilities with adequate supply of water.

- vii) Fire fighting equipment to suit the local environment.
- viii) Adequate waste disposal facilities.

B. Personnel requirements

- i) One medical doctor who must be registered with the Medical and Dental Council of Nigeria, and must possess a current licence to practice.
- ii) Two registered nurses, one of whom must be a midwife and both must be registered with the Nursing and Midwifery Council of Nigeria, and must possess current licenses to practice.
- iii) Two hospital assistants.
- iv) One administrative staff for medical records and secretarial work.

9.2 Secondary Care Provider

A. Facility Requirement

- i) Equipment and facilities for outpatient and inpatient services in general medical, surgical paediatric and maternal care.
- ii) Laboratory plus Blood Bank.
- iii) Operating theatre.
- iv) X-ray facility.
- v) Pharmacy.
- vi) Kitchen.
- vii) Lying-in ward-1m in between beds, 1x 3 sqm between 2 rows.
- viii) Locker and over-bed table for each bed.
- ix) Wheel chair.
- x) Screen.
- xi) Separate Wards for Males, Females and Children.
- xii) Delivery room –12 sqm.
- xiii) First stage labour room –12 sqm.
- xiv) Isolation room.
- xv) Sluice room.
- xvi) Adequate illumination of wards and clinics .
- xvii) Water supply.
- xviii) Toilet facilities – 1 per 12 beds.
- xix) Bath facilities – 1 per 8 beds.
- xx) Washable floors.
- xxi) Adequate drainage of premises.
- xxii) Mosquito screening for wards.
- xxiii) Refuse and waste disposal.
- xxiv) Containers for sharps.

- xxv) Nurses' bay.
- xxvi) Doctors' room

B. Personnel requirements

- i) At least a medical doctor in each of the specialties, either on full or part time basis.
- ii) A minimum of nine registered nurses/midwives.
- iii) A minimum of four ward assistants.
- iv) A minimum of two administrative staff.
- v) At least one Pharmacist.
- vi) At least one Medical Laboratory Scientist.
- vii) At least one Medical Records Officer.
- viii) At least one Radiographer

The required number of staff must however be commensurate with the bed capacity of the hospital. All professional staff will be required to register with their professional Boards/Councils, and possess current licenses to practice. The facilities are also required to take appropriate Malpractice Insurance cover as may be determined from time to time by the NHIS.

AGREEMENT

BETWEEN

HEALTH MAINTENANCE ORGANIZATIONS (HMOs)

AND

PRIMARY HEALTH CARE PROVIDERS

THIS AGREEMENT is made the day of 200...

BETWEEN

.....
whose registered address is
.....
.....
.....

(referred hereinafter as “**The HMO**”) which expression shall where the context so admits,
include its Agents, Successors-in-title and Assigns of the one part

AND

.....
whose registered address is
.....
.....

(hereinafter referred to as “**THE PRIMARY HEALTH CARE PROVIDER**”) which expression shall where the context so admits, include its agents, assigns and successors of the other part.

1.00 **WHEREAS**

- (i) The HMO is empowered under the *Act* to contract with Primary Health Care Provider desirous of providing primary health care services under the Scheme.
- (ii) The Primary Health Care Provider has been accredited by the Scheme to provide Primary Health Care services.

IT IS HEREBY AGREED AS FOLLOWS

2.00 **DEFINITION**

Capitation means a payment in advance to a health care provider in respect of services to be provided by him to an insured person registered by the health care provider, whether the insured person uses the services or not.

Patient Panel means a contributor, his spouse and four biological children and covered extra-dependants or Voluntary contributor registered with the Primary Health Care Provider.

Health Maintenance Organisation (HMO) means a private or public incorporated company registered by the Scheme solely to manage the provision of health care services through health care providers accredited by the Scheme.

Primary Health Care Provider means a facility duly licensed to practice medicine and is accredited by the Scheme to provide covered services at primary health care level.

Covered Services – is further described in Annexure “A” to this agreement.

All terms used in this agreement shall have the same meaning assigned to them under the *Act* and *Operational Guidelines*.

3.00 PARTIES OBLIGATIONS:

- (i) ***Provider shall:***
 - (a) keep and maintain a register of Patient Panels registered with the Provider;
 - (b) promptly and without discrimination receive and treat all contributors and their covered dependants;
 - (c) prescribe drugs for a whole course of treatment and not daily doses;
 - (d) not to receive, consult with or treat any member of the Patient Panel as private patients;
 - (e) not to solicit, collect or charge any fee from any member of the Patient Panel in addition to the fees payable by HMO;
 - (f) keep and maintain standard medical records and in a prescribed form and manner, and make regular returns to the HMO or its duly authorized agents;
 - (g) without prejudice to paragraph (f) above, forward data in a prescribed form to the HMO. Where a contributor ceases to be registered with the Provider or is sent to a new Provider, appropriate notification should be forwarded to the HMO;
 - (h) send or refer contributors and covered dependants to only referral facilities, approved by the Scheme;
 - (i) notify all births and deaths to the appropriate authority on prescribed documents supplied or issued by government;
 - (j) exercise due care, diligence, and skill required in the discharge of its responsibilities to the registered Contributors and their covered dependants so as to achieve the overall objective of the Scheme;
 - (k) permit authorized officers and representatives of the HMO the right to enter upon any part of the Primary Health Care Provider's premises for the purpose of monitoring facilities for quality assurance, ensure standard medical records are maintained in respect of each or all registered contributors and make extracts therefrom.

- (l) Except as it relates to misconduct, Provider, their officers and agents shall treat any information obtained in respect of HMO as confidential.

4.00 IT IS FURTHER AGREED THAT:

- (i) Provider shall provide or arrange for the provision of Covered Services within the scope of Provider's practice that are required by Participants in accordance with the terms of this Agreement, and as set out in the benefit package of NHIS.
- (ii) Provider shall provide or arrange with another accredited Provider to provide Covered Services 24 hours a day, 7 days a week. However, the other covering provider shall
 - (a) not seek compensation from HMO for services for which the initial Provider had received Capitation Payments.
 - (b) not bill enrollees for covered Services under any circumstances.
- (iii) Provider shall notify and get approval from the HMO for all referrals to higher level of care of enrollees. However, in case of emergencies, the patient can be referred and the HMO must be notified within 48 hours.
- (iv) The Primary Provider shall pay for drugs, lab test, radiological investigations, pregnancy/delivery, **per diem for bed space** (hospital stay) for a cumulative 15 days per annum for every beneficiary referred to a secondary provider.

II) HEALTH MAINTENANCE ORGANISATION (HMO)

- a) Payment of capitation fees for services to be rendered by health care providers registered under the Scheme.
- b) Ensure the continuous monitoring of the Providers.
- c) Provide an avenue for regular meetings with the Providers with a view to maintaining standards and other operational modalities
- d) Except as it relates to misconduct, HMOs, their officers and agents shall treat any information obtained in respect of provider as confidential.

5.00 HEALTH CARE SERVICES BY PRIMARY HEALTHCARE PROVIDER

The Primary Healthcare Provider shall provide health care services to their Contributors and covered dependants as detailed in the NHIS operational guidelines.

6.00 FEES

The primary Healthcare Provider shall be entitled to:(a) Capitation fee on every beneficiary registered with it at the rate of N550 per month, which shall be paid in advance by HMO at least 14 days before the commencement of the covered period.(b) The fee payable may be subject to periodic review as the Scheme may determine.

7.00 APPLICATION OF THE ACT ETC:

The provisions of the *Act*, the *Operational Guidelines* and the agreed payment tariff structure of the Scheme shall apply to this agreement.

8.00 MALPRACTICE INSURANCE

The Primary Health Care Provider shall insure the facility and its professional staff against malpractice claims with an Insurance Company accredited by the Scheme in the sum stipulated in the Scheme's *Operational Guidelines*.

9.00 ADVANCE PAYMENT GUARANTEE BOND (APGB)

Primary Health Care Provider shall take Advance Payment Guarantee Bond (APGB) from any NHIS accredited Insurance Company to cover capitation fee paid to the provider.

10.00 ARBITRATION

Any dispute in respect of any matter connected with or in relation to the performance of this agreement which cannot be mutually settled between the parties, shall be referred to Arbitration Board as provided by the *Act*.

11.00 WAIVER OF CLAIMS

The Primary Health Care Provider shall not assert against the HMO, its 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 Primary Health Care Provider.

12.00 INDEMNIFICATION

The Parties hereto shall indemnify each other, their authorized Agents from and against all claims, damages, loss and expenses (including Solicitors' fees and cost) arising out of or resulting from any breach or violation of this agreement or claim as a result of a non appealable judgment, order or finding that either Party has violated any law or legal requirements or failed to correct any known violations of any legal requirement or negligence.

13.00 DURATION:

This agreement shall remain valid for a period of two years.

14.00 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 relieve the parties of the accrued rights and obligations.

14.00 AMMENDMENT

Any amendment or modification of this agreement shall be effective only if made in writing and executed by both parties.

IN WITNESS whereof, the parties have hereto duly executed this agreement on the date first above written.

THE COMMON SEAL
by the within named **HMO**
()
was hereto affixed)

In the presence of:-

.....

.....

DIRECTOR

SECRETARY

SIGNED, SEALED AND DELIVERED

By the within named **PRIMARY HEALTH CARE PROVIDER**

()

(was hereto affixed)

In the presence of:-

NAME:.....

(DIRECTOR)

OCCUPATION:.....

ADDRESS:.....

SIGNATURE:

DATE:.....

THE COMMON SEAL

by the within named **PRIMARY HEALTH CARE PROVIDER**

()

was hereto affixed)

In the presence of:-

.....

DIRECTOR

.....

SECRETARY

AGREEMENT

BETWEEN

HEALTH MAINTENANCE ORGANIZATIONS (HMOs)

AND

SECONDARY/TERTIARY HEALTH CARE PROVIDERS

NATIONAL HEALTH INSURANCE SCHEME (hereinafter referred to as NHIS).

Director means a Chief Executive of a Provider facility designated by the HMO to provide Quality Management and Utilization responsibilities, or the provider's assignee.

All terms used in this agreement shall have the same meaning assigned to them under the *Act* and *Operational Guidelines*.

(a) **FEE-FOR-SERVICE METHOD**

Fee-for-service refers to fees for specific services and prices per item for drugs or appliances, or each treatment act.

(b) **DAILY CHARGE/PER-DIEM**

Per-Diem/daily charge is used to pay Providers who treat patients for a certain period e.g. Hospitals. Per Diem fees are payment for services and expenses per day (medical treatment, drugs, consumables, admission fees e.t.c.). The fee is capped.

Patient Panel means a contributor, his spouse and four biological children and extra-dependants or voluntary contributors referred to the Secondary/Tertiary Health Care Provider.

Secondary/Tertiary Health Care Provider means a Provider duly licensed to engage in healthcare practice and who is accredited the Scheme to provide covered services at secondary/tertiary health care level.

Covered Services – as defined in NHIS operational guidelines.

All other terms as defined in the *Guidelines*.

3.00 PARTIES OBLIGATIONS

(a) *Provider (Secondary/Tertiary) shall:*

- i) keep and maintain a register of Patient Panel referred to the Provider;
- ii) promptly and without discrimination receive and treat all members of the Patient Panel;

- iii) prescribe generic drugs for a whole course of treatment and not daily doses;
- iv) not receive, consult with or treat any member of the Patient Panel as private patients;
- v) not solicit, collect or charge any fee from a member of the Patient Panel in addition to the fees payable by the HMO;
- vi) keep and maintain standard medical records and in a prescribed form and manner, and make regular returns to the HMO or its duly authorized agents;
- vii) without prejudice to paragraph (vi) above, forward data in a prescribed form to the HMO. Where a member of the Patient Panel ceases to be registered with the Provider or is sent to a new Provider, appropriate notification should be forwarded to the HMO;
- viii) refer a member of Patient Panel to only referral facilities accredited by the NHIS.
- ix) notify all births and deaths to the appropriate authority on prescribed documents supplied or issued by government;
- x) exercise due care, diligence, and skill required in the discharge of its responsibilities to the registered Contributors and their covered dependants so as to achieve the overall objective of the NHIS;
- xv) permit authorized officers and representatives of the HMO the right to enter upon any part of the Secondary/Tertiary Health Care Provider's premises for the purpose of monitoring facilities for quality assurance, ensure standard medical records are maintained in respect of each or all registered contributors and make extracts therefrom.
- xvi) Except as it relates to misconduct, Providers, their officers and agents shall treat any information obtained in respect of HMOs as confidential.

IT IS FURTHER AGREED THAT THE PROVIDER SHALL:

- (i) provide or arrange for the provision of Covered Services within the scope of Provider's practice that are required by Participants in accordance with the terms of this Agreement, and as set out in the benefit package of NHIS.
- (ii) provide or arrange with an accredited Provider to provide Covered Services 24 hours a day, 7 days a week.

- (iii) ensure that such covering Provider (a) shall not seek compensation from HMO for services for which Provider receives Payments. (b) shall not bill enrollees for covered Services under any circumstances.
 - (v) Provider shall notify and get approval from the HMO for all referrals to higher level of care of enrollees. However, in case of emergencies, the patient can be referred and the HMO must be notified within 48 hours.
 - (vi) provide health care services to the members of the Patient panel as detailed in Annexure “A”.
- b) *Health Maintenance Organisation (HMO)*
- a) Payment of fees-for-services, case payment and per diem to the healthcare providers for the services rendered.
 - b) Ensure the continuous monitoring of the Providers.
 - c) Provide an avenue for regular meetings with the Providers with a view to maintaining standards and other operational modalities
 - d) Except as it relates to misconduct, HMOs, their officers and agents shall treat any information obtained in respect of provider as confidential.

5.00 FEES

The Secondary/Tertiary Provider shall be entitled to:(a) fee-for-services, per diem and case payment as the case may be for services rendered monthly.
 (b) The fee payable may be subject to periodic review as the NHIS may determine.

6.00 APPLICATION OF THE ACT ETC:

The provisions of the *Act*, the *Operational Guidelines* and the agreed payment tariff structure of the NHIS shall apply to this agreement.

8.00 MALPRACTICE INSURANCE

The Secondary/Tertiary Health Care Provider shall insure the facility and its professional staff against malpractice claims with an Insurance Company accredited by the NHIS in the sum stipulated in the *NHIS Operational Guidelines*.

9.00 ARBITRATION

Any dispute in respect of any matter connected with or in relation to the performance of this agreement which cannot be mutually settled by the parties, shall be referred to the arbitration board as provided for in the Act.

10.00 WAIVER OF CLAIMS

The Secondary/Tertiary Health Care Provider shall not assert against the HMO, its 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 Secondary/Tertiary Health Care Provider.

11.00 INDEMNIFICATION

The Parties hereto shall indemnify each other, their authorized Agents from and against all claims, damages, loss and expenses (including Solicitors' fees and cost) arising out of or resulting from any breach or violation of this agreement or claim as a result of a non appealable judgment, order or finding that either Party has violated any law or legal requirements or failed to correct any known violations of any legal requirement or negligence.

12.00 DURATION:

This agreement shall remain valid for a period of two years.

13.00 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 relieve the parties of the accrued rights and obligations.

14.00 AMMENDMENT

Any amendment or modification of this agreement shall be effective only if made in writing and executed by both parties.

DIRECTOR

SECRETARY

AGREEMENT

BETWEEN

THE NATIONAL HEALTH INSURANCE SCHEME (NHIS)

AND

HEALTH MAINTENANCE ORGANISATIONS (HMOs)

THIS AGREEMENT is made the day of 200....

BETWEEN

NATIONAL HEALTH INSURANCE SCHEME, established under Act 35 of 1999, whose address is at Plot No: 347F, Coree Bay Crescent, Off Adetokunbo Ademola Crescent, Wuse II, Abuja (hereinafter referred to as **“THE SCHEME”**) which expression shall where the context so admits, include its Agents, Successors-in-title and Assigns of the one part

AND

..... **whose address is.....(hereinafter referred to as “THE COMPANY”)** which expression shall where the context so admits, include Agents, Successors-in-title and Assigns of the other part.

WHEREAS: The Scheme is empowered under *Act No. 35 of 1999* to approve and register Health Maintenance Organisation to manage health care services under the Scheme.

AND WHEREAS: The Company has applied to be registered as a Health Maintenance Organization (HMO) under the Scheme, which the Scheme has approved subject to the terms and conditions herein contained.

IT IS HEREBY AGREED AS FOLLOWS:

1.00 REGISTRATION

In consideration of the application for registration by the Company, the Scheme **HEREBY REGISTERS** the Company as a **HEALTH MAINTENANCE ORGANISATION (HM0)** under the Formal Sector Programme of the Scheme upon such terms and conditions herein specified.

2.00 TERM

This agreement shall remain in force for a period of 2 Years and may be renewed for another fresh term of two years as the Scheme may determine.

3.00 OBLIGATIONS

Without prejudice to the general powers, functions and duties conferred on the company as a registered HMO under the *Act* and the approved *Operational Guidelines* of the Scheme, the Company shall perform the following obligations;

- a) Collect/receive contribution from eligible employers and employees as stipulated in the Guidelines.
- (b) Collect/receive contributions from voluntary contributors under the Scheme.
- (c) Pay capitation fees, fee-for-service, and such other fees as the Scheme may approve for services rendered by the health care providers registered with the Company and under the Scheme.
- (d) Contract with or engage the services of Health Care Providers approved by the Scheme for the purpose of rendering health care services under the Scheme.
- (e) Render returns of its activities to the Scheme as required by the Scheme.
- (f) Maintain accounts(s) with one or more Banks approved by the Scheme.
- (g) Deposit all the received contributions in any of the Banks accredited by the Scheme as provided in the Scheme's *Operational Guidelines*.
- (h) Remit to the Scheme its percentage of the contribution as stipulated in the Scheme's *Operational Guidelines*.
- (i) Provide routine information on its operation, facilities and staff to the Scheme.
- (j) Ensure that contributors receive adequate and qualitative health services from Providers, using utmost care, skill and attention.
- (k) Allow authorized officers or representatives of the Scheme, the right to enter any part of the Company's premises for the purpose of examining or inspecting the facilities, books, records, files maintained in respect of each or all registered contributors and make extracts therefrom.
- (l) To possess Advance Payment Guarantee policy cover with any of the approved insurance companies for itself, for all monies collected/receive.
- (m) To allow at all times, authorized representatives of the Scheme, access to the financial statements from the approved Bank(s) of the company.
- (n) Not to apply or use any part of the contributions collected for any other business inconsistent with the activities of the company under the Scheme.

- (o) Not to carry on any business other than that of Health Maintenance Organisation as provided under the *Act* and the *Operational Guidelines* of the Scheme.
- (p) All fees payable to Health Care Providers by HMOs shall be made within one month from the date of request for such payment.
- (q) The Company shall, if registered as Health Maintenance Organisation, operate and open at least one office in each geopolitical zone.
- (r) Ensure strict observance and application of referral systems as contained in the Scheme's *Operational Guidelines*.
- (s) HMOs shall have a management structure, which shall include:
 - (a) Finance and Administration department
 - (b) Health Services/Quality Control department
 - (c) Information, Communication Technology department
 - (d) Underwriting department
- (t) HMO shall ensure that Providers adhere to the EDL (generic) drug policy of the Scheme.
- (u) HMO shall submit Annual Report and Audited Accounts to the Scheme.

4.00 PROVISIONS OF THE ACT AND THE OPERATIONAL GUIDELINES

The provisions of the *Act* and the Scheme's *Operational Guidelines* issued by the Council shall apply to this agreement.

5.00 SUSPENSION/CANCELLATION OF REGISTRATON

The Scheme shall suspend or cancel the registration of the Company on the following grounds:

- (a) The Company is found not to have valid insurance cover.
- (b) That the Company has ceased to operate due to bankruptcy, financial distress or is being wound up.
- (c) The Company was registered based on false and fraudulent representation.

- (d) The Company is unable to maintain a sound financial performance as provided by the *Act* and the *Operational Guidelines* of the Scheme.
- (e) The Company after written notice from the Scheme persists in violating the provisions of the *Act* or the *Operational Guidelines* of the Scheme.
- (f) The Company is found to have diverted the contributions collected for a purpose not authorized by the *Act* or the *Operational Guidelines*.
- (g) The Company is incompetent or incapable of rendering the prescribed services under the *Act* and the *Operational Guidelines* of the Scheme.
- (h) Not providing services as contained in NHIS operational guidelines.

6.00 WAIVER OF CLAIMS

The Company or any person claiming through it shall not assert against the Scheme, its Directors, Management, Officials or other authorized agents any claim on account of injury to person or damage to property arising out of the conduct or operation of the Company.

7.00 INDEMNIFICATION

The Company shall indemnify the Scheme, its management, official and authorized agents from all claims, damages, losses and expenses (including Solicitors' fees and cost) arising out of or resulting from any breach of violation of this agreement or claim by its non appealable judgment, order, finding that the company has violated any law, or failure to correct any known violations of any legal requirement, negligence, or criminal conduct.

8.00 ARBITRATION

Any dispute in respect of any matter connected with or in relation to the performance of this agreement which cannot be mutually settled between the parties, shall be referred to Arbitration Board as provided by the *Act*.

9.00 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 relieve the parties of the accrued rights and obligations.

10.00 AMMENDMENT

Any amendment or modification of this agreement shall be effective only if made in writing and executed by both parties.

11.00 DEFINITION

All terms used in this agreement shall have the same meaning assigned to them under the *Act* and the *Operational Guidelines*.

IN WITNESS whereof, the parties have hereto duly executed this agreement on the date first above written.

THE COMMON SEAL
of the within named Scheme
(**NATIONAL HEALTH INSURANCE SCHEME**)
was hereto affixed

In the presence of:-

.....

DIRECTOR

.....

SECRETARY

THE COMMON SEAL
Of the within named **COMPANY**
()
was hereto affixed)

In the presence of:-

.....

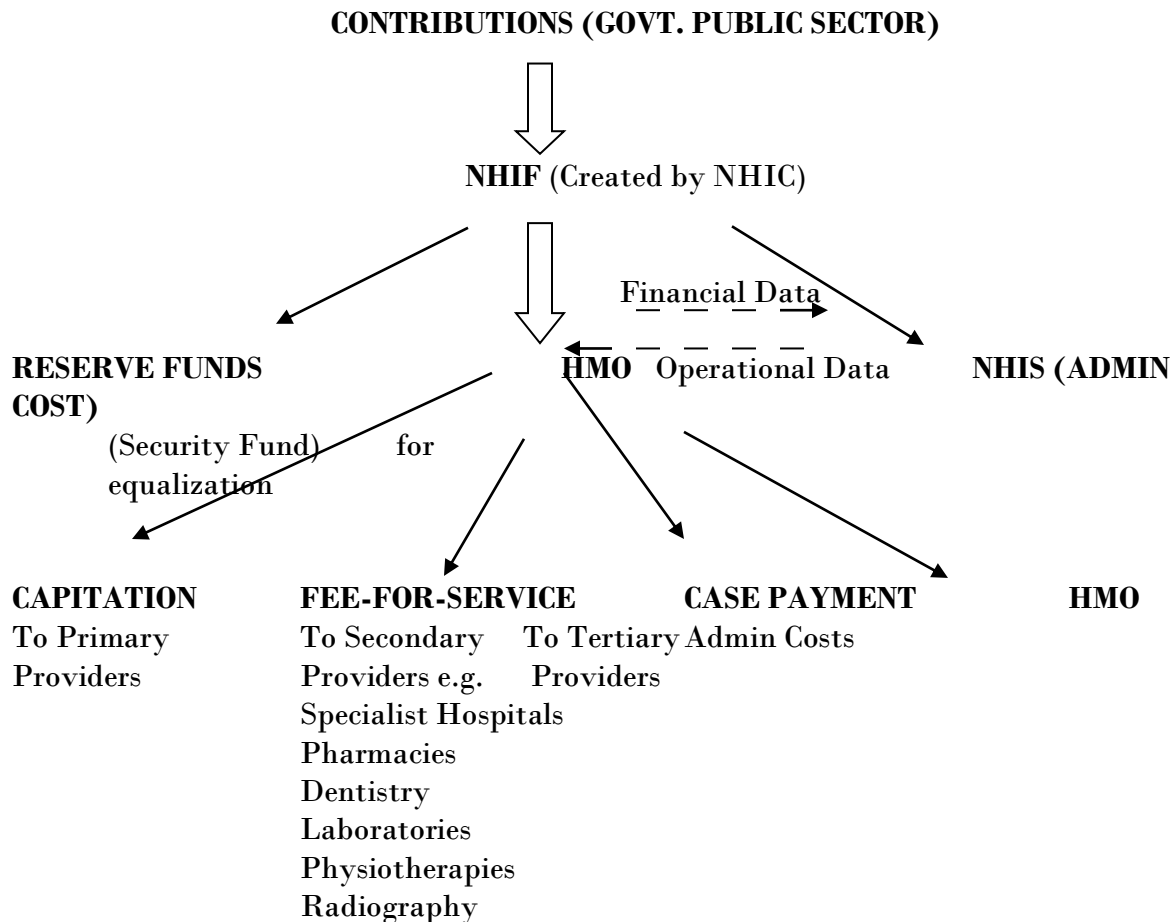
.....

DIRECTOR

SECRETARY

XXVII. FUNDS MANAGEMENT (FLOW OF FUNDS)

TRANSFER OF FUNDS FROM N.H.I.S. TO HMO



- There shall be an actuarial determination of the appropriate apportionment to HMOs on Global Capitation, the NHIS and Reserve Funds,
- There shall be monthly returns from the HMOs to the NHIS on financial data and quarterly returns on utilization rates, summary of statistics of disease pattern in given population. This must be the basis of release of another tranche of global capitation. Failure to do this shall lead to sanctions.

1. FUNDS FLOW BETWEEN HMOs AND PRIMARY PROVIDERS

- There shall be contracts between HMOs and Providers.

- All treatment schedules must be standardized using disease management guidelines and treatment protocols.
- Primary care Provider (capitation) shall be paid monthly.
- Primary care Provider shall be paid 14 days before due date.
- Primary care Provider shall pay per diem on admission (up to a maximum of cumulative 15 days per annum to Secondary Provider).

2. **TRANSFER OF FUNDS FROM HMOs TO SECONDARY AND TERTIARY PROVIDERS**

- Payment from the HMOs to Secondary Providers shall be on fee-for-service and per-diem, while payments to Tertiary Providers by the HMOs shall be by case payment.
- All treatment schedules must be standardized using disease management guidelines and treatment protocols.
- The fee schedule shall be negotiated between the HMOs, Providers and the NHIS.
- Claims to the HMOs shall be submitted monthly, to be received by the HMO within 14 days from the end of each month and settled within 14 days on receipt by the HMOs.
- HMOs shall set up claims validation desks to specific secondary care services – referrals, pharmacies, labs, x-ray e.t.c. to ensure prompt processing of claims.
- Standardized pharmacy prescription sheets shall be 4 ply for distribution to the doctor, pharmacy and HMO (for notification of claims).
- In case of dispute, the HMO shall pay what is deemed due according to the fee schedule of payment within the stipulated period, while the dispute is subject to arbitration.

3. **PRIMARY HEALTH CARE PROVIDER TO SECONDARY PROVIDER**

- Payment for bed space is by Per-Diem.
- The Secondary Provider shall submit claims to the Primary Provider for the bed space occupied by the patients referred for hospitalization.

- In case of dispute the original bill must be paid while the dispute is subject to arbitration conducted by the HMO.

XXXIII. RECORDS AND INFORMATION

1. HMOs

1.2 Statical information to be provided to the NHIS

- Name of HMO
- Head office/addresses
- Telephone no.
- Email address
- Fax no.
- Date of incorporation
- Rc No.
- Date of registration with NHIS
- NHIS registration No.
- Category
- Chief executives' Name
- Names and addresses of Directors
- Bankers
- Insurance companies
- Addresses & telephone no of branch offices

1.3 PERIODIC INFORMATION TO BE PROVIDED TO THE NHIS

1.3.1 Quarterly New enrollee registration

NHIS registration no.
Name
Address
Date of birth
Sex
Next of Kin

Email address
 Mobile
 Telephone no. fixed
 National ID no
 Employer NHIS no.
 Date of NHIS registration
 Nationality
 Location of Posting
 Photograph
 Blood group
 Genotype
 Allergies

 Relationship: Principal Spouse Child Extra-
 dependant
 Expiry date
 Primary provider

NHIS to provide unique ranges of registration numbers to be used in registering enrollees to each HMO. This is to ensure that:

1. Each enrollee has a unique number;
2. Each enrollee retains the number, even after changing place of employment or provider; and
3. Each enrollee retains the number, even after changing HMOs.

1.4 Monthly Enrollee data Update. This shall show changes in the following enrollee data:

- Primary provider
- Employer
- Location
- Next of kin
- Contact information
- Change of HMO
- Exit from the scheme:
 - a) withdrawal
 - b) death

The enrollee data Update Form to be filled by each enrollee to capture the above.

1.5 Financial Returns to NHIS

1. Premium collections from enrollees or employers - monthly
2. Summary of collections from Employer/Enrollees
3. Claims payment to providers

- a) Capitation payments – according to payment schedule (Monthly)
- b) Fee for service payments - monthly
- 4. Monthly Bank reconciliation
- 5. Quarterly remittance of prescription co-payments – provider no, period, amount
- 6. Annual audited financial reports

1.6 Quality Assurance report

Annual quality assessment of each accredited provider

Refer to adopted Quality Assurance form

1.7 Provider information to the NHIS and HMOs

- Name
- Address
- Telephone
- Fax
- Email
- Type of facility
- Category of registration
- State registration no
- Name of Director
- Name of supervising Medical Director (If applicable)
- Affiliated HMOs
- Affiliated Insurance companies
- NHIS registration number
- Incorporation/business registration

1.8 Monthly Reports from Providers to HMOs

Encounter Information for all the HMO's patients seen:

- Name of patient
- NHIS no of patient
- Presenting complaints
- Diagnosis/ disease code (ICD No)
- Treatment
- Admission days (if applicable), Doctor's remark, signature of enrollee

Hospital Attendance data booklets to be supplied to all providers by the HMOs. The information may also be submitted electronically in a prescribed format.

Copies of prescriptions and referrals issued during the month.

Fee for service claim forms (for secondary providers) containing the following:

- Name and NHIS No. of patient
- Name and NHIS No. of patient's primary provider
- Name and NHIS No. of Secondary Provider
- Complaints
- Diagnosis/disease code
- Treatment given
- Date of treatment
- Amount billed
- Co-payment received (when applicable)

Copy of prescription or referral form from Primary provider should be attached to claim form

1.9 Reports from NHIS to Providers

Information to be provided to other stakeholders on registration

- List of registered Providers and their registration number
- List of registered HMOs and their registration number
- List of registered Banks and Insurance companies and their registration number
- Scheme *Operational Guidelines*

Format for Electronic Information Transfer:- On line, Telecom, Storage Media (CD or diskette)

NHIS Registration numbers – NHIS to provide unique ranges of registration numbers to be used in registering enrollees.

NHIS

Information to be provided periodically to other stakeholders

Notice of new registrations

	Nam	Addre	Tel	Ema	fa	type of	Category of	affiliat
New providers registered	e	ss	no.	il	x	facility	registration	ed HMOs
New HMOs registered	Nam	Addre	Tel	Ema	fa	category		
	e	ss	no.	il	x			
New Banks registered	Nam	Addre	Tel	Ema	fa			
New Insurance companies	e	ss	no.	il	x			
New Enrollees/employers	Nam	Addre	Tel	Ema	fa			
	e	ss	no.	il	x			

Other information

Scheme Actuarial information
Disease patterns
Utilization of services data

To be posted on NHIS website and updated at least monthly, as well as sent to all registered HMOs, Employers and

Providers

THE NATIONAL HEALTH INSURANCE SCHEME

REFERRAL FORM

DATE: _____

FROM (HEALTH FACILITY) _____

NHIS REG. No. _____

REFERRED TO _____

PATIENT'S NAME _____

NHIS ID

No. _____

PATIENT'S HMO _____

HMO CODE

CLINICAL FINDINGS: _____

INVESTIGATION _____

PROVISIONAL DIAGNOSIS _____

REASON FOR REFERRAL _____

NAME OF REFERRING PERSONNEL _____

SIGNATURE & STAMP _____

DATE _____

.....

ACKNOWLEDGEMENT SLIP

RECEPIENT'S FACILITY _____

PATIENT'S NAME _____

NHIS ID No. _____

ACTION TAKEN: _____

_____ **DOCTOR'S**

SIGNATURE _____

DATE _____



HMOS NAME & ADDRESS, TELEPHONE, E-MAIL & FAX

ATTENDANCE FORM

FACILITY:.....

<i>S/ N</i>	<i>NAME</i>	<i>AG E</i>	<i>SE X</i>	<i>ID CARD NO</i>	<i>DIAGN OSIS</i>	<i>INVESTIG ATION</i>	<i>TREAT MENT</i>	<i>REM ARK</i>	<i>BENEFICI ARY'S SIGNATU RE</i>

Original Copy to be forwarded to the HMO at the end of every Month.

ADVERSE DRUG REACTION REPORTING FORM

Forms should be obtained from National Pharmacovigilance Centre.

HMO'S NAME & ADDRESS, TELEPHONE, E-MAIL & FAX

THE NHIS COMPLAINTS FORM

DATE: _____ TIME: _____

NAME OF EMPLOYEE _____

TEL/GSM NO: _____

COMPANY/ORGANISATION: _____

NAME OF FACILITY _____

NHIS IDENTITY CARD NUMBER: _____

NATURE OF COMPLAINTS: _____

PATIENT'S SIGNATURE

**NATIONAL HEALTH INSURANCE SCHEME
PHARMACY SUMMARY**

CLAIM FORM

NAME OF PHARMACY

DATE	NAME OF PATIENT	NHIS NO	NO OF ITEMS DISPENSED	VALUE OF PRESENT TREATMENT	COMMENT

NAME AND SIGNATURE OF REPORTING OFFICER:

**AMOUNT IN
WORDS:**_____

AUTHORISED SIGNATURE

DATE _____

SIGNATURE _____