

**KINGDOM OF CAMBODIA
NATION RELIGION KING**



**MINISTRY OF LABOUR
AND VOCATIONAL TRAINING
No. 291 LV/PrK.**



MINISTRY OF HEALTH

**INTER-MINISTERIAL PRAKAS
ON
AGREEMENT ON HEALTH SERVICE CONSUMPTION AND PROVISION FOR
HEALTH CARE BETWEEN
THE NATIONAL SOCIAL SECURITY FUND AND HEALTH FACILITY**

**MINISTER OF MINISTRY OF
LABOUR AND VOCATIONAL TRAINING**

MINISTER OF MINISTRY OF HEALTH

- Having seen the Constitution of Kingdom of Cambodia;
- Having seen Royal Kret No. NS/RKT/0913/903, dated 24 September 2013, concerning the Nomination of the Royal Government of the Kingdom of Cambodia;
- Having seen Royal Kret No. NS/RKT/1213/1393, dated 21 December 2013, concerning the Revision and Addition of the Compositions of the Royal Government of the Kingdom of Cambodia;
- Having seen Royal Kret No. NS/RKT/0416/368, dated 04 April 2016, concerning the Revision and Addition of the Compositions of the Royal Government of the Kingdom of Cambodia;
- Having seen Royal Kram No.02/NS/94, dated 20 July 1994, promulgating the Law on the Organization and Functioning of the Council of Ministers;
- Having seen Royal Kram No. NS/RKM/0105/003, dated 17 January 2005, promulgating the Law on the Establishment of Ministry of Labour and Vocational Training;
- Having seen Royal Kram No. NS/RKM/0196/06, dated 24 January 1996, promulgating the Law on the Establishment of Ministry of Health;
- Having seen Royal Kram No. CHS/RKM/0397/01, dated 13 March 1997, promulgating the Labour Law;
- Having seen Royal Kram No. NS/RKM/0902/018, dated 25 September 2002, promulgating the Law on the Social Security Schemes for Persons Defined by the Provisions of the Labour Law;

- Having seen Royal Kret No. NS/RKT/0815/872, dated 08 August 2015, concerning the Judicial Statute of the Public Administrative Establishment;
- Having seen Sub-Decree No. 283 SD.E, dated 14 November 2014, concerning the Organization and Functioning of Ministry of Labour and Vocational Training;
- Having seen Sub-Decree No. 67 SD.E, dated 22 October 1997, concerning the Organization and Functioning of Ministry of Health;
- Having seen Sub-Decree No. 16 SD.E, dated 02 March 2007, concerning the Establishment of the National Social Security Fund;
- Having seen Sub-Decree No. 01 SD.E, date 06 January 2016, concerning the Establishment of Social Security Schemes on Health Care for Persons Defined by the Provisions of the Labour Law;
- Reference to the proposal of the Governing Body of the National Social Security Fund.

HEREBY DECIDED

Article 1.-

This Prakas aims to prescribe the formalities and procedures of the Agreement on Health Service Consumption and Provision for Health Care between and the National Social Security Fund and Health Facility.

Article 2.-

In this Prakas:

- The term *Health Service* refers to the service of medical care, health prevention, patient or victim referral, and corpse transportation.
- The term *Medical Care Service* refers to medical service, para-clinic service, and medical assistant service.
- The term *Medical Service* refers to the service of outpatient and inpatient.
- The term *Para-clinic Service* refers to the service of laboratory and medical imagery.
- The term *Medical Assistant Service* refers to physiotherapy and kinesitherapy.
- The term *Health Facility* refers to the public or private health facility recognized by the Ministry of Health.
- The term *Agreement* refers to the procedures and formalities of health service provision by the health facility and health service consumption by the member of the National Social Security Fund (NSSF).

Article 3.-

3.1 The public health facility shall be compulsory to sign the agreement with the National Social Security Fund (NSSF) by complying with the agreement form as stipulated in Annex 1 for Health Center, Annex 2 for Referral Hospital Level 1, 2, and 3, and Annex 3 for National Hospital.

3.2. The private health facility shall sign the agreement with NSSF only if such private health facility has the license recognized by Ministry of Health and shall be assessed the level of care and service quality by NSSF.

3.3. NSSF shall sign the agreement with the health facility based on the necessity, geographical location and situation of the health facility along with decent or adequate infrastructure resource in order to provide the health services effectively as follows:

- Appropriate building with good and hygienic environment; and
- Medicine, medical apparatus and equipment, and necessary methods for supporting the diagnosis and providing the medical care in compliance with the rules, regulations, and other licenses recognized by the Ministry of Health. There shall be competent health staff with code of conduct and appropriate numbers of staff in line with the determination of Ministry of Health.

Article 4.-

4.1 The medical care payment to the health facility shall be made only if there are the determination of feasibility of medical care service provision, level of case-based payment, and level of fee-for-service payment regulated by NSSF. However, the determination of health facility's level of care shall not be lower than the level regulated by Ministry of Health.

4.2 The medical care payment to the health facility shall be complied with the Provider Payment Methods as set forth in the Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care.

4.3 NSSF shall reimburse the health facility signed the agreement through bank system. This payment shall be conducted in compliance with schedule, formalities, and procedures as set forth in each annex in this Prakas.

4.4 NSSF shall reject the claim amounts wholly or partly from the health facility as the following cases:

- Service provided is overconsumption comparing to the actual health problems or sickness conditions;
- Intervention, treatment method, and diagnosis are not in pursuance of technics or principles of Ministry of Health;
- Medication is poor quality, counterfeit, or without license recognized by Ministry of Health and prescription is inappropriate;
- Fraudulence or fault information provision; and
- The regulation compliances with actual treatment are completely different.

Article 5.-

5.1 NSSF shall monitor and evaluate the service quality of health facility signed the agreement and the NSSF member's health service utilization periodically as well as exchange information in an attempt to promote the service quality regularly and guide the members to access service effectively.

5.2 Monitoring and evaluating the service quality of health facility shall be focused mainly on the structure of service quality, level of care, formality of diagnosis, medical care, and level of service quality satisfaction of the NSSF member by utilizing assessment tools issued by Ministry of Health.

Article 6.-

To ensure the service quality for the NSSF member, NSSF shall determine the methods and procedures with a view to assessing the effectiveness of service provision of health facilities signed the agreement.

Article 7.-

NSSF and health facility shall settle any disputes occurring unexpectedly with peaceful ways based on common interests, bilateral mechanisms, and tutelary ministries if necessary.

Article 8. -

The Nation Social Security Fund and health facilities signed the agreement shall review and renew the agreement based on service quality, level of health facility, and the necessity of member as necessary.

Article 9.-

National Social Security Fund, health facilities, institutions under Ministry of Health, and relevant organizations shall have the duty to implement this Prakas respectively from the signed date.

Minister of Ministry of Health

(signature and stamped)

Mam Bunheng

Phnom Penh, 25 July 2016

**Minister of Ministry of Labour and
Vocational Training**

(signature and stamped)

Ith Sam Heng

CC:

- Ministry of Royal Palace
- Secretariat General of the Council of Constitution
- Secretariat General of the Senate
- Secretariat General of the National Assembly
- Secretariat General of the Royal Government
- The Cabinet of Samdech Techo Prime Minister
- All Relevant Ministries "For Information"
- Documents and Archives

Annex 1 of Inter-Ministerial Prakas No. 291 LV/PrK., dated 25 July 2016, on Agreement on Health Service Consumption and Provision between the National Social Security Fund and Health Facility

AGREEMENT ON HEALTH SERVICE CONSUMPTION AND PROVISION
BETWEEN
THE NATIONAL SOCIAL SECURITY FUND (NSSF)
AND
HEALTH CENTER:

Agreement of Health Service Consumption and Provision shall be signed

Between

The National Social Security Fund (NSSF), headquarter, is situated in Building #3, Russia Federation Blv, Sangkat Tek Laark 1, Khan Toul Kork, Phnom Penh, represented by “**Party A**”.

And

Health Center is located in Building #, Village, Commune/Sangkat, District/Khan, Capital/Province, represented “**Party B**”.

The goals of this agreement aim to determine the conditions implemented by “**Party A**” and “**Party B**”.

Both parties have agreed with the following conditions:

Article 1.- Definition of Terms

In this agreement:

- The term *NSSF members* refer to workers working in the enterprises/establishments until the date of person concerned encounters the health problem or accident. The identity of the NSSF member can be determined by “**Membership Card**”; and in the case of absence of membership card, the person concerned shall be certified by NSSF.

- The term **Enterprises/Establishments** refer to factories, enterprises, or companies registered in NSSF for Health Care Scheme.
- The term **Health Services** refer to the services of medical care, health prevention, patient or victim referral and corpse transportation provided by health facilities.
- The term **Health Prevention Services** refer to the punctual diagnosis, identification of people with health risk and actual health problem, consultation, and other necessary interventions with a view to preventing from health problem comprising of screening, health education, and vaccination programs.
- The term **Medical Care Services** refer to medical service, para-clinic service, and medical assistant service.
- The term **Medical Services** refer to the services of outpatient and inpatient.
- The term **Para-clinic Services** refer to the services of laboratory and medical imagery.
- The term **Medical Assistant Services** refer to physiotherapy and kinesitherapy.
- The term **Maternity Leave** refers to prenatal and postnatal leave.
- The term **Outpatient Consultation Service** refers to the examination and consultation excluding hospitalization.

Article 2.- Roles, Duties, and Responsibilities of “Party B”

A. To provide the services with quality, safety, and punctuality to the NSSF member, “**Party B**” shall ensure:

A.1. The staff are on duty in the health center for 24/24H and 7 (seven) days a week. The waiting of accessing the consultation and disease treatment is not later and preposterous after the person concerned arrives in the health center.

A.2. To provide the consultation, medical care, and prescription in conformity with clinic-operation protocols or guidelines of the Ministry of Health.

A.3. To prescribe rightly by using medicine, medical equipment, and medical kits regulated in the essential drug list of the Ministry of Health.

A.4. To provide other health services excluding the payment regulated in the public health policy such as vaccination, micro-nutrition provision (vitamin A, ferrous sulfate tablet, or folic acid), prevention of mother-to-child transmission of HIV, TB treatment...etc.

A.5. Not to require patients or victims as the NSSF member to pay unofficially or provide other things when consuming or accessing the health services except that the payment is stipulated in **A.4** in this annex.

A.6. The service provision:

- Consultation and treatment of general and specialized diseases
- Consultation and treatment with minor surgery
- Consultation and checkup for prenatal (consisting of consultation and voluntary blood test to detect HIV), postnatal consultation, post-abortion care, and vaccination in the health center.
- Delivery and other necessary services comprising of Oxytocin injection as part of Active Management of the Third Stage of Labour (AMTSL), suture of episiotomy, immediate newborn care and resuscitation, and immediate postnatal monitoring and care for normal delivery at the health center.
- Abortion service and post-abortion cleaning
- Laboratory and other para-clinic services
- Health prevention service: new contraception and subsequent cases (consisting of consultation and modern contraception methods such as condom, birth control pill/shot, intrauterine device (IUD), vaginal ring...etc.)
- Outpatient services consisting of consultation, essential drug, para-clinic services, physiotherapy, and disease surveillance
- Inpatient services consisting of examination, disease surveillance, room fee, essential drugs, para-clinic services, medical equipment, and cares.

A.7. The excluded services in the medical care are:

1. Free services as stipulated in the public health policy
2. Dental care (teeth cleaning, teeth filling, and teeth implant)
3. Sexual surgery and care
4. Organ transplantation (bone-marrow, kidney, liver, heart, and pancreases...)
5. Artificial fertilities
6. Self-treatment
7. Plastic Surgery
8. Eye contact lens and laser-therapy
9. Drug abuse treatment
10. Barren treatment
11. Artificial glow surgery

12. Coronary and heart surgery
13. Hemodialysis
14. Chemotherapy

In case of the emergency, all services mentioned above shall be insured by “**Party A**”; the service payment shall be set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Method for Health Care; and

A.8. To refer patient or victim whom “**Party B**” cannot diagnose and/or treat or provide the para-clinic services to other health facilities, which have higher technics together with adequate referral documents, signed the agreement with “**Party A**”

B. To ensure the effectiveness of service quality promotion and service payment, “**Party B**” shall cooperate with officials, staff, or medical commission of NSSF in order to implement the following duties:

B.1. Check and verify the validity of service consumption of the NSSF member through membership card, Khmer national identity card, SMS, finger print, or phoning to request the identity certification from NSSF prior to providing the service, except for the emergency. “**Party A**” will not pay back to “**Party B**” in case “**Party B**” provides the services to the NSSF member with invalid service consumption.

B.2. Allow the officials, staff, medical commissions, or general practitioners of NSSF designated officially to monitor and inspect the service quality when there is a request in writing from the NSSF Executive Director in order to:

- monitor the service provision of “**Party B**”; and
- check the document of patients or victims as the NSSF member or other necessary documents involved with the service provision and payment.

B.3. Ensure that the pregnant, the NSSF member, takes the blood test and detects the positive result of HIV. Consequently, the delivery shall be complied with the guidelines on Prevention of Mother-to-Child Transmission (PMTCT).

B.4. Prepare and implement the action plans with a view to adjusting the service quality punctually following the date of receiving the official recommendation from NSSF based on the result of service quality indicator assessment conducted every 6 (six) months by NSSF as stipulated in **3.4** in this annex.

B.5. Determine the diagnoses and services with a view to appending to any cases as stipulated in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care.

B.6. Take responsibility for recording and keeping all medical documents and other relevant documents of the NSSF member consuming the services as the data for “**Party A**” in order to monitor, verify, and assess.

B.7. Ensure that the NSSF member pay the contribution before the determination of validity and then it is found that the person concerned is entitled to access the services. The person concerned can gain the paid service cost from “**Party B**” only if the person concerned informs “**Party B**” less than 48 (forty-eight) hours of working day following the dated of accessing the service.

C. To receive the service payment, “**Party B**” shall submit the claim letter in compliance with the form determined by NSSF and comply with the following conditions:

C.1. All the claims of service payment shall be done in the end of every month together with the claim letter of service payment by the price of case-based payment method and fee-for-service method as set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care, invoice, para-clinic card and result, prescription, and discharge letter of the NSSF member given by health center; and

C.2. Have the bank account in the bank signed the agreement with NSSF with a view to receiving the service payment.

Article 3.- Roles, Duties, and Responsibilities of “Party A”



3.1. Shall pay back the service payment to “**Party B**” by complying with Provider Payment Methods in conformity with Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care.

3.2. The service payment to “**Party B**” shall be conducted in a qualified period of 30 (thirty) calendar days following the date of receiving the claim letter and righteous relevant documents as set forth in **C.1** in this annex.

3.3. The service payment shall be complied with bank system by transferring into the bank account of “**Party B**”.

3.4. The service payment shall be reviewed following the dated of receiving the result of service quality indicator assessment conducted in a period of every 6 (six) months and in pursuance of the score of service quality indicator assessment for determining the rate of service payment to “**Party B**” as follows:

Indicator	Target	Means of Measurement	Schedule
Waiting time for patients is less than 30 (thirty) minutes for the emergency case	90 %	Report from the NSSF team	Every 6 (six) months
Staff with proper uniform	90 %	Report from the NSSF team	Every 6 (six) months
Hygiene in general and in room	90 %	Report from the NSSF team	Every 6 (six) months
Service satisfaction from patients	80 %	Report from the NSSF team	Every 6 (six) months
Report on good behavior of health facility staff to patients	90 %	Report from the NSSF team	Every 6 (six) months
Patient visit by staff of health facility at least twice a day	90 %	Report from the NSSF team	Every 6 (six) months
No payment under the table in all cases	100 %	Report from the NSSF team	Every 6 (six) months
No asking or requiring the NSSF member to buy medicine except that it's set in the regulations	100 %	Report from the NSSF team	Every 6 (six) months



Score of service quality indicator assessment for determining the rate of service payment for “Party B”	
Score	Rate of Service Payment
>90%	120%
>85% to 90%	100%
>70% to 85%	80%
>60% to 70%	70%
>50% to 60%	60%
Equal to 50% or less	Cannot sign the agreement

3.5. Provide “Party B” the list of members with valid service consumption and enterprises/establishments registered in NSSF.

3.6. Survey the satisfaction of member for the services of “Party B” and provide the feedback to “Party B” and the result of survey to tutelary ministries.

3.7. Prepare the meeting with “Party B” at least once a year in order to discuss and deal with the problems of health service provision and other facing problems. In any necessary cases, each party can request the meeting additionally.

Article 4. Negotiation Mechanisms

In the event that the dispute occurs, both sides shall handle themselves based on common interests through bilateral mechanisms, administration, Medical Commission, or tutelary authorities.

Article 5. Agreement Revision

This agreement shall be reviewed and revised based on the result of service quality indicator assessment and in pursuance of the score of service quality indicator assessment for determining the rate of service payment.

This agreement shall be made 2 (two) original copies in Khmer version; and the meanings are accurate and the same for complying with the law of the Kingdom of Cambodia.

Article 6. Validity of Agreement

This agreement shall be valid from the signed date.

...../...../.....

“Party A”

“Party B”



Seen and Submitted

Head of Provincial Health Department in

Checked and Decided.

...../...../.....

Head of Operational District Office.....

No.....

Seen and Approved

Director of Health Department in.....



Annex 2 of Inter-Ministerial Prakas No. 291 LV/PrK., dated 25 July 2016, on Agreement on Health Service Consumption and Provision between the National Social Security Fund and Health Facility

**AGREEMENT ON HEALTH SERVICE CONSUMPTION AND PROVISION
BETWEEN
THE NATIONAL SOCIAL SECURITY FUND (NSSF)
AND
REFERRAL HOSPITAL:**

Agreement of Health Service Consumption and Provision shall be signed

Between

The National Social Security Fund (NSSF), headquarter, is situated in Building #3, Russia Federation Blv, Sangkat Tek Laark 1, Khan Toul Kork, Phnom Penh, represented by **“Party A”**.

And

Raffle Hospital is located in Building #, Village, Commune/Sangkat, District/Khan, Capital/Province, represented **“Party B”**.

The goals of this agreement aim to determine the conditions implemented by **“Party A”** and **“Party B”**.

Both parties have agreed with the following conditions:

Article 1.- Definition of Terms

In this agreement:

- The term *NSSF members* refer to workers working in the enterprises/establishments until the date of person concerned encounter the health problem or accident. The identity of the NSSF member can be determined by **“Membership Card”**; and in the case of absence of membership card, the person concerned shall be certified by NSSF.



- The term **Enterprises/Establishments** refer to factories, enterprises, or companies registered in NSSF for Health Care Scheme.
- The term **Health Services** refer to the services of medical care, health prevention, patient or victim referral and corpse transportation provided by health facilities.
- The term **Health Prevention Services** refer to the punctual diagnosis, identification of people with health risk and actual health problem, consultation, and other necessary interventions with a view to preventing from health problem comprising of screening, health education, and vaccination programs.
- The term **Medical Care Services** refer to medical service, para-clinic service, and medical assistant service.
- The term **Medical Services** refer to the services of outpatient and inpatient.
- The term **Para-clinic Services** refer to the services of laboratory and medical imagery.
- The term **Medical Assistant Services** refer to physiotherapy and kinesitherapy.
- The term **Maternity Leave** refers to prenatal and postnatal leave.
- The term **Outpatient Consultation Service** refers to the examination and consultation excluding hospitalization.

Article 2.- Roles, Duties, and Responsibilities of “Party B”

A. To provide the services with quality, safety, and punctuality to the NSSF member, “**Party B**” shall ensure:

A.1. The staff are on duty in the health center for 24/24H and 7 (seven) days a week. The waiting of accessing the consultation and disease treatment is not later and preposterous after the person concerned arrives in the health center.

A.2. To provide the consultation, medical care, and prescription in conformity with clinic-operation protocols or guidelines of the Ministry of Health.

A.3. To prescribe rightly by using medicine, medical equipment, and medical kits regulated in the essential drug list of the Ministry of Health.

A.4. To provide other health services excluding the payment regulated in the public health policy such as vaccination, micro-nutrition provision (vitamin A, ferrous sulfate tablet, or folic acid), prevention of mother-to-child transmission of HIV, TB treatment...etc.

A.5. To ensure to provide the essential drugs and para-clinic services adequately to the NSSF members in any circumstances.

A.6. Not to require patients or victims as the NSSF member to pay unofficially or provide other things when consuming or accessing the health services except that the payment is stipulated in **A.4** in this annex.

A.7. The NSSF members shall be provided food during hospitalization in compliance with the regulations of the Ministry of Health

A.8. The service provision:

- Consultation and treatment for general and specialized diseases
- Consultation and treatment for gynecology
- Consultation, treatment with surgery
- General pediatric consultation and treatment
- Consultation and treatment for dental diseases
- Consultation and checkup for prenatal (consisting of consultation and voluntary blood test to detect HIV), postnatal consultation, post-abortion care, and vaccination in the health center.
- Delivery and other necessary services comprising of Oxytocin injection as part of Active Management of the Third Stage of Labour (AMTSL), suture of episiotomy, immediate newborn care and resuscitation, and immediate postnatal monitoring and care for normal delivery at the health center.
- Abortion service and post-abortion cleaning
- Other para-clinic services
- Surgery
- Emergency
- Hospitalization in surgery ward
- Health prevention service: new contraception and subsequent cases (consisting of consultation and modern contraception methods such as condom, birth control pill/shot, intrauterine device (IUD), vaginal ring...etc.)
- Outpatient services consisting of consultation, essential drug, para-clinic services, physiotherapy, and disease surveillance
- Inpatient services consisting of examination, disease surveillance, room fee, essential drugs, para-clinic services, medical equipment, and cares.
- Patient or victim referral and corpse transportation services.

A.9. The excluded services in the medical care are:

1. Free services as stipulated in the public health policy

2. Dental care (teeth cleaning, teeth filling, and teeth implant)
3. Sexual surgery and care
4. Organ transplantation (bone-marrow, kidney, liver, heart, and pancreases...)
5. Artificial fertilities
6. Self-treatment
7. Plastic Surgery
8. Eye contact lens and laser-therapy
9. Drug abuse treatment
10. Barren treatment
11. Artificial glow surgery
12. Coronary and heart surgery
13. Hemodialysis
14. Chemotherapy

In case of the emergency, all services mentioned above shall be insured by “**Party A**”; the service payment shall be set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Method for Health Care; and

A.10. To refer patient or victim who “**Party B**” cannot diagnose and/or treat or provide the para-clinic services to other health facilities, which have higher technics together with adequate referral documents, signed the agreement with “**Party A**”.

A.11. For blood donation, NSSF shall comply with the public health policy.

B. To ensure the effectiveness of service quality promotion and service payment, “**Party B**” shall cooperate with officials, staff, or medical commission of NSSF in order to implement the following duties:

B.1. Check and verify the validity of service consumption of the NSSF member through membership card, Khmer national identity card, SMS, finger print, or phoning to request the identity certification from NSSF prior to providing the service, except

for the emergency. “**Party A**” will not pay back to “**Party B**” in case “**Party B**” provides the services to the NSSF member with invalid service consumption.

B.2. Allow the officials, staff, medical commissions, or general practitioners of NSSF designated officially to monitor and inspect the service quality when there is a request in writing from the NSSF Executive Director in order to:

- monitor the service provision of “**Party B**”; and
- check the document of patients or victims as the NSSF member or other necessary documents involved with the service provision and payment.

B.3. Ensure that the pregnant, the NSSF member, takes the blood test and detects the positive result of HIV. Consequently, the delivery shall be complied with the guidelines on Prevention of Mother-to-Child Transmission (PMTCT).

B.4. Prepare and implement the action plans with a view to adjusting the service quality punctually following the date of receiving the official recommendation from NSSF based on the result of service quality indicator assessment conducted every 6 (six) months by NSSF as stipulated in **Table 1** in this annex.

B.5. Determine the diagnoses and services with a view to appending to any cases as stipulated in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care.

B.6. Take responsibility for recording and keeping all medical documents and other relevant documents of the NSSF member consuming the services as the data for “**Party A**” in order to monitor, verify, and assess.

B.7. Ensure that the NSSF member pay the contribution before the determination of validity and then it is found that the person concerned is entitled to access the services. The person concerned can gain the paid service cost from “**Party B**” only if the person concerned informs “**Party B**” less than 48 (forty-eight) hours of working day following the dated of accessing the service.

A.8. To accept the NSSF agent and office in the raffle hospital as necessary.

C. To receive the service payment, “**Party B**” shall submit the claim letter in compliance with the form determined by NSSF and comply with the following conditions:

C.1. All the claims of service payment shall be done in the end of every month together with the claim letter of service payment by the price of case-based payment method and fee-for-service method as set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care, invoice, para-clinic card and result, prescription, and discharge letter of the NSSF member given by health center; and

C.2. Have the bank account in the bank signed the agreement with NSSF with a view to receiving the service payment.

Article 3.- Roles, Duties, and Responsibilities of “Party A”

3.1. Shall pay back the service payment to “**Party B**” by complying with Provider Payment Methods in conformity with Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care.

3.2. The service payment to “**Party B**” shall be conducted in a qualified period of 30 (thirty) calendar days following the date of receiving the claim letter and righteous relevant documents as set forth in **C.1** in this annex.

3.3. The service payment shall be complied with bank system by transferring into the bank account of “**Party B**”.

3.4. The service payment shall be reviewed following the dated of receiving the result of service quality indicator assessment conducted in a period of every 6 (six) months and in pursuance of the score of service quality indicator assessment for determining the rate of service payment to “**Party B**” as follows:



Indicator	Target	Means of Measurement	Schedule
Waiting time for patients is less than 30 (thirty) minutes for the emergency case	90 %	Report from the NSSF team	Every 6 (six) months
Staff with proper uniform	90 %	Report from the NSSF team	Every 6 (six) months
Hygiene in general and in room	90 %	Report from the NSSF team	Every 6 (six) months
Service satisfaction from patients	80 %	Report from the NSSF team	Every 6 (six) months
Report on good behavior of health facility staff to patients	90 %	Report from the NSSF team	Every 6 (six) months
Patient visit by staff of health facility at least twice a day	90 %	Report from the NSSF team	Every 6 (six) months
No payment under the table in all cases	100 %	Report from the NSSF team	Every 6 (six) months
No asking or requiring the NSSF member to buy medicine except that it's set in the regulations	100 %	Report from the NSSF team	Every 6 (six) months

Score	Rate of Service Payment
>90%	120%
>85% to 90%	100%
>70% to 85%	80%
>60% to 70%	70%
>50% to 60%	60%
Equal to 50% or less	Cannot sign the agreement

Payment and adjustment of the payment rate by types of case:

- **“Party A”** will pay back 100% by types of case as set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care from the signed date of agreement until there is a service quality indicator assessment.
- The adjustment of payment rate by types of case shall be complied with the score of service quality indicator assessment as regulated in **Table 2** conducted by NSSF.

3.5. In case there is no the NSSF agent, “**Party A**” shall provide the list of members with valid service consumption and enterprises/establishments registered in NSSF to “**Party B**”.

3.6. Survey the satisfaction of member for the services of “**Party B**” and provide the feedback to “**Party B**” and the result of survey to tutelary ministries.

3.7. Prepare the meeting with “**Party B**” at least once a year in order to discuss and deal with the problems of health service provision and other facing problems. In any necessary cases, each party can request the meeting additionally.

Article 4. Negotiation Mechanisms

In the event that the dispute occurs, both sides shall handle themselves based on common interests through bilateral mechanisms, administration, Medical Commission, or tutelary authorities.

Article 5. Agreement Revision

This agreement shall be reviewed and revised based on the result of service quality indicator assessment and in pursuance of the score of service quality indicator assessment for determining the rate of service payment.

This agreement shall be made 2 (two) original copies in Khmer version and both of copies may be equally relied upon before the law of the Kingdom of Cambodia.

Article 6. Validity of Agreement

This agreement shall be valid from the signed date.

...../...../.....

“**Party B**”

“**Party A**”

Seen and Submitted

Head of Provincial Health Department in

Checked and Decided.

...../...../.....

Head of Operational District Office.....

No.....

Seen and Approved

Director of Health Department in.....



Annex 3 of Inter-Ministerial Prakas No. 291 LV/PrK., datd 25 July 2016, on Agreement on Health Service Consumption and Provision between the National Social Security Fund and Health Facility

**AGREEMENT ON HEALTH SERVICE CONSUMPTION AND PROVISION
BETWEEN
THE NATIONAL SOCIAL SECURITY FUND (NSSF)
AND
HOSPITAL:**

Agreement of Health Service Consumption and Provision shall be signed

Between

The National Social Security Fund (NSSF), headquarter, is situated in Building #3, Russia Federation Blv, Sangkat Tek Laark 1, Khan Toul Kork, Phnom Penh, represented by **“Party A”**.

And

Hospital is located in Building #, Village, Commune/Sangkat, District/Khan, Capital/Province, represented **“Party B”**.

The goals of this agreement aim to determine the conditions implemented by **“Party A”** and **“Party B”**.

Both parties have agreed with the following conditions:

Article 1.- Definition of Terms

In this agreement:

- The term *NSSF members* refer to workers working in the enterprises/establishments until the date of person concerned encounter the health problem or accident. The identity of the NSSF member can be determined by **“Membership Card”**; and in the case of absence of membership card, the person concerned shall be certified by NSSF.

- The term **Enterprises/Establishments** refer to factories, enterprises, or companies registered in NSSF for Health Care Scheme.
- The term **Health Services** refer to the services of medical care, health prevention, patient or victim referral and corpse transportation provided by health facilities.
- The term **Health Prevention Services** refer to the punctual diagnosis, identification of people with health risk and actual health problem, consultation, and other necessary interventions with a view to preventing from health problem comprising of screening, health education, and vaccination programs.
- The term **Medical Care Services** refer to medical service, para-clinic service, and medical assistant service.
- The term **Medical Services** refer to the services of outpatient and inpatient.
- The term **Para-clinic Services** refer to the services of laboratory and medical imagery.
- The term **Medical Assistant Services** refer to physiotherapy and kinesitherapy.
- The term **Maternity Leave** refers to prenatal and postnatal leave.
- The term **Outpatient Consultation Service** refers to the examination and consultation excluding hospitalization.

Article 2.- Roles, Duties, and Responsibilities of “Party B”

A. To provide the services with quality, safety, and punctuality to the NSSF member, “**Party B**” shall ensure:

A.1. The staff are on duty in the health center for 24/24H and 7 (seven) days a week. The waiting of accessing the consultation and disease treatment is not later and preposterous after the person concerned arrives in the hospital.

A.2. To provide the consultation, medical care, and prescription in conformity with clinic-operation protocols or guidelines of the Ministry of Health.

A.3. To prescribe rightly by using medicine, medical equipment, and medical kits regulated in the essential drug list of the Ministry of Health.

A.4. To provide other health services excluding the payment regulated in the public health policy such as vaccination, micro-nutrition provision (vitamin A, ferrous sulfate tablet, or folic acid), prevention of mother-to-child transmission of HIV, TB treatment...etc.

A.5. To ensure to provide the essential drugs and para-clinic services adequately to the NSSF members in any circumstances.

A.6. Not to require patients or victims as the NSSF member to pay unofficially or provide other things when consuming or accessing the health services except that the payment is stipulated in **A.4** in this annex.

A.7. The NSSF members shall be provided food during hospitalization in compliance with the regulations of the Ministry of Health

A.8. The service provision:

- Consultation and treatment for general and specialized diseases
- Consultation and treatment for gynecology
- Consultation, treatment with surgery
- General pediatric consultation and treatment
- Consultation and treatment for dental diseases
- Consultation and checkup for prenatal (consisting of consultation and voluntary blood test to detect HIV), postnatal consultation, post-abortion care, and vaccination in the health center.
- Delivery and other necessary services comprising of Oxytocin injection as part of Active Management of the Third Stage of Labour (AMTSL), suture of episiotomy, immediate newborn care and resuscitation, and immediate postnatal monitoring and care for normal delivery at the health center.
- Abortion service and post-abortion cleaning
- Laboratory and other para-clinic services
- Surgery
- Emergency
- Hospitalization in surgery ward
- Health prevention service: new contraception and subsequent cases (consisting of consultation and modern contraception methods such as condom, birth control pill/shot, intrauterine device (IUD), vaginal ring...etc.)
- Outpatient services consisting of consultation, essential drug, para-clinic services, physiotherapy, and disease surveillance
- Inpatient services consisting of examination, disease surveillance, room fee, essential drugs, para-clinic services, medical equipment, and cares.
- Patient or victim referral and corpse transportation services.

A.9. The excluded services in the medical care are:

1. Free services as stipulated in the public health policy

2. Dental care (teeth cleaning, teeth filling, and teeth implant)
3. Sexual surgery and care
4. Organ transplantation (bone-marrow, kidney, liver, heart, and pancreases...)
5. Artificial fertilities
6. Self-treatment
7. Plastic Surgery
8. Eye contact lens and laser-therapy
9. Drug abuse treatment
10. Barren treatment
11. Artificial glow surgery
12. Coronary and heart surgery
13. Hemodialysis
14. Chemotherapy

In case of the emergency, all services mentioned above shall be insured by “**Party A**”; the service payment shall be set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Method for Health Care; and

A.10. To refer patient or victim who “**Party B**” cannot diagnose and/or treat or provide the para-clinic services to other health facilities, which have higher technics together with adequate referral documents, signed the agreement with “**Party A**”.

A.11. For blood donation, NSSF shall comply with the public health policy.

B. To ensure the effectiveness of service quality promotion and service payment, “**Party B**” shall cooperate with officials, staff, or medical commission of NSSF in order to implement the following duties:

B.1. Check and verify the validity of service consumption of the NSSF member through membership card, Khmer national identity card, SMS, finger print, or phoning to request the identity certification from NSSF prior to providing the service, except

for the emergency. “**Party A**” will not pay back to “**Party B**” in case “**Party B**” provides the services to the NSSF member with invalid service consumption.

B.2. Allow the officials, staff, medical commissions, or general practitioners of NSSF designated officially to monitor and inspect the service quality when there is a request in writing from the NSSF Executive Director in order to:

- monitor the service provision of “**Party B**”; and
- check the document of patients or victims as the NSSF member or other necessary documents involved with the service provision and payment.

B.3. Ensure that the pregnant, the NSSF member, takes the blood test and detects the positive result of HIV. Consequently, the delivery shall be complied with the guidelines on Prevention of Mother-to-Child Transmission (PMTCT).

B.4. Prepare and implement the action plans with a view to adjusting the service quality punctually following the date of receiving the official recommendation from NSSF based on the result of service quality indicator assessment conducted every 6 (six) months by NSSF as stipulated in **Table 1** in this annex.

B.5. Determine the diagnoses and services with a view to appending to any cases as stipulated in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care.

B.6. Take responsibility for recording and keeping all medical documents and other relevant documents of the NSSF member consuming the services as the data for “**Party A**” in order to monitor, verify, and assess.

B.7. Ensure that the NSSF member pay the contribution before the determination of validity and then it is found that the person concerned is entitled to access the services. The person concerned can gain the paid service cost from “**Party B**” only if the person concerned informs “**Party B**” less than 48 (forty-eight) hours of working day following the dated of accessing the service.

A.8. To accept the NSSF agent and office in the **hospital** as necessary.

C. To receive the service payment, “**Party B**” shall submit the claim letter in compliance with the form determined by NSSF and comply with the following conditions:

C.1. All the claims of service payment shall be done in the end of every month together with the claim letter of service payment by the price of case-based payment method and fee-for-service method as set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care, invoice, para-clinic card and result, prescription, and discharge letter of the NSSF member given by health center; and

C.2. Have the bank account in the bank signed the agreement with NSSF with a view to receiving the service payment.

Article 3.- Roles, Duties, and Responsibilities of “Party A”

3.1. Shall pay back the service payment to “**Party B**” by complying with Provider Payment Methods in conformity with Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care.

3.2. The service payment to “**Party B**” shall be conducted in a qualified period of 30 (thirty) calendar days following the date of receiving the claim letter and righteous relevant documents as set forth in **C.1** in this annex.

3.3. The service payment shall be complied with bank system by transferring into the bank account of “**Party B**”.

3.4. The service payment shall be reviewed following the dated of receiving the result of service quality indicator assessment conducted in a period of every 6 (six) months and in pursuance of the score of service quality indicator assessment for determining the rate of service payment to “**Party B**” as follows:



Indicator	Target	Means of Measurement	Schedule
Waiting time for patients is less than 30 (thirty) minutes for the emergency case	90 %	Report from the NSSF team	Every 6 (six) months
Staff with proper uniform	90 %	Report from the NSSF team	Every 6 (six) months
Hygiene in general and in room	90 %	Report from the NSSF team	Every 6 (six) months
Service satisfaction from patients	80 %	Report from the NSSF team	Every 6 (six) months
Report on good behavior of health facility staff to patients	90 %	Report from the NSSF team	Every 6 (six) months
Patient visit by staff of health facility at least twice a day	90 %	Report from the NSSF team	Every 6 (six) months
No payment under the table in all cases	100 %	Report from the NSSF team	Every 6 (six) months
No asking or requiring the NSSF member to buy medicine except that it's set in the regulations	100 %	Report from the NSSF team	Every 6 (six) months

Table 2: Score of service quality indicator assessment for determining the rate of service payment for **“Party B”**

Score	Rate of Service Payment
>90%	120%
>85% to 90%	100%
>70% to 85%	80%
>60% to 70%	70%
>50% to 60%	60%
Equal to 50% or less	Cannot sign the agreement

Payment and adjustment of the payment rate by types of case:

- **“Party A”** will pay back 100% by types of case as set forth in Inter-Ministerial Prakas No. 173 LV/PrK., dated 05 May 2016, on Provider Payment Methods for Health Care from the signed date of agreement until there is a service quality indicator assessment.
- The adjustment of payment rate by types of case shall be complied with the score of service quality indicator assessment as regulated in **Table 2** conducted by NSSF.

3.5. In case there is no the NSSF agent, “**Party A**” shall provide the list of members with valid service consumption and enterprises/establishments registered in NSSF to “**Party B**”.

3.6. Survey the satisfaction of member for the services of “**Party B**” and provide the feedback to “**Party B**” and the result of survey to tutelary ministries.

3.7. Prepare the meeting with “**Party B**” at least once a year in order to discuss and deal with the problems of health service provision and other facing problems. In any necessary cases, each party can request the meeting additionally.

Article 4. Negotiation Mechanisms

In the event that the dispute occurs, both sides shall handle themselves based on common interests through bilateral mechanisms, administration, Medical Commission, or tutelary authorities.

Article 5. Agreement Revision

This agreement shall be reviewed and revised based on the result of service quality indicator assessment and in pursuance of the score of service quality indicator assessment for determining the rate of service payment.

This agreement shall be made 2 (two) original copies in Khmer version and both of copies may be equally relied upon before the law of the Kingdom of Cambodia.

Article 6. Validity of Agreement

This agreement shall be valid from the signed date.

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“**Party B**”

“**Party A**”