



Checklist Service Agreement

Introduction

This checklist is intended as a tool for suppliers of medical devices and for healthcare professionals and institutions who wish to enter into a service agreement as referred to in Article 13 and 14 GMH Code.

The GMH Code sets conditions for payments by suppliers of medical devices for services provided by healthcare professionals. These conditions are included in Articles 13, 14, 23, 25 and 27 of the GMH Code.

You can use the checklist to verify whether these conditions are being met and are included in the agreement. Work through the checklist carefully and, for each item, confirm where (in which provision or annex of the agreement) the item is regulated. Also check carefully whether each provision is worded correctly and with sufficient specificity.

	Subject / Conditions	Included in
1.	The arrangements regarding the services are laid down in a written agreement, and this agreement has been signed by all parties.	
2.	The services have a legitimate objective that is of importance to the supplier.	
3.	The choice of the healthcare professional is based on his qualifications and expertise in relation to the service requested	
4.	The content, nature, duration, and scope of the service, as well as the intended results and/or objectives, are clearly and explicitly described.	
5.	The remuneration for the healthcare professional is determined in the agreement as follows: a. the amount of time involved in providing the service (this number of hours must be reasonably proportionate to the work to be performed). b. the hourly rate agreed for the service (this hourly rate may not exceed the applicable maximum hourly rate under the GMH Code). c. if applicable: the agreed reimbursement of expenses, including travel costs (the reimbursement must be reasonable	

	and may not exceed the maximum amounts allowed under the GMH Code).	
6.	The healthcare professional's claim for payment shall be substantiated by a detailed invoice, including, where relevant, an account of the time spent and evidence of the expenses claimed.	
7.	In the event that the services are provided during, or as part of, a meeting: such meeting shall be held at an appropriate venue, and any hospitality offered shall be modest in scope and duration, and subordinate to the primary purpose of the meeting.	
8.	The supplier (or, in exceptional cases, the healthcare professional) shall be responsible for reporting to the Healthcare Transparency Register (TRZ).	
9.	The Executive Board of the Institution has granted its approval for entering into the services agreement, as evidenced by the co-signing of the agreement by or on behalf of the Executive Board.	
10	In the event that the services consist of delivering a presentation: the healthcare professional/speaker shall be transparent regarding any relationships with suppliers and shall make use of the disclosure slide.	

Disclaimer

This checklist has been drawn up as a tool for suppliers of medical devices and healthcare professionals and institutions who wish to enter into a service provision agreement as referred to in Article 13 GMH Code. No rights can be derived from this checklist. The GMH is not liable for the use of the checklist and any consequences associated with it.

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