

PRESS RELEASE

SETTING THE RECORD STRAIGHT: ADDRESSING THE HEALTH MINISTER'S INACCURATE STATEMENTS AND ALLEGATIONS CONCERNING THE LIGHTWAVE HEALTH INFORMATION MANAGEMENT SYSTEM (LHIMS) - ACCRA, GHANA – OCTOBER 31, 2025

1. BACKGROUND

- 1.1. Lightwave E-Healthcare Solutions Ltd (“the Company”) has noted with deep concern, several false claims and misrepresentations made by the Minister of Health, Hon. Kwabena Mintah Akandoh (the “Minister”), regarding the National E-Healthcare Programme and the Lightwave Health Information Management System (LHIMS).
- 1.2. These inaccurate statements and/or false claims—made on the floor of Parliament on Tuesday, the 28th day of October, 2025, and reiterated at the Accountability Series organized by the Presidency Communications Office on Wednesday, the 29th day of October, 2025, risk misleading the public and undermining Ghana’s e-health achievements.
- 1.3. Lightwave, as the lead architect and implementer of Ghana’s National E-Healthcare system, issues this statement to set the record straight and reaffirm its commitment to transparency, national data sovereignty, and continuity of service to all Ghanaians.

2. LIGHTWAVE EHEALTHCARE SOLUTIONS LIMITED

- 2.1. Lightwave EHealthcare Solutions Limited is a company incorporated under the laws of the Republic of Ghana on the 24th day of November, 2015, to provide electronic healthcare network services and solutions to health and medical facilities across Ghana and beyond. The Company was certified to commence business on the 25th day of November, 2015.
 - 2.2. The Company is wholly owned (by way of shares) by a citizen of Ghana, having its entire establishment and operations in Ghana, with a predominantly Ghanaian workforce. The Company currently employs over 150 Ghanaians as part of its workforce.
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- 2.3. Lightwave EHealthcare limited has a sister company based in Atlanta, Georgia, in the United States of America called Lightwave EHealthcare Services LLC (“LWEHS”), which is also wholly owned (by way of shares) by the same Ghanaian who owns the Ghanaian Company.

3. CONTRACTUAL HISTORY OF THE NATIONAL EHEALTHCARE PROGRAMME

- 3.1. After a prolonged period of negotiations between LWEHS and the Government of Ghana (GOG) during the first Administration of the President, His Excellency John Dramani Mahama, the Ministry of Health (MOH), led by the then Minister of Health, Hon. Alexander Segbefia, and LWEHS executed the Contract for the Development Of National Health Data Centre And Electronic Medical Records For The Health Sector (PHASE 1) on 1st April, 2016, after being granted approval by the Public Procurement Authority (PPA) on 31st March, 2016.
- 3.2. Phase 1 was for the deployment of the:
- i. Patient Management Application and
 - ii. Electronic Medical Records Application
- 3.3. These Applications were to be deployed across 23 Health Facilities in the Central Region of Ghana, including the Cape Coast Teaching Hospital. The contract price for Phase 1 was US\$ 6,000,000.00 (Six Million US Dollars). The duration for Phase 1 was Twelve (12) Months.
- 3.4. By December 2017, LWEHS had successfully executed Phase 1. Based on the successful execution of Phase 1, the GOG, under the then new Administration, led by His Excellency Nana Addo Danquah Akufo-Addo, commenced negotiations with the Company for the implementation of Phase 2, a nationwide rollout of the of the EHealthCare Programme.
- 3.5. Following very extensive negotiations with the GOG, which included a value for money audit, the Public Procurement Authority (PPA) granted approval to the MOH for Phase 2, the rollout of the EHealthCare Programme nationwide.

- 3.6. Phase 2 was duly executed between the MOH and Lightwave EHealthCare Solutions Limited on 24th March, 2019, with Contract No. MOH/E-HEALTH/PHS 2/2019 (the “Contract”). For Phase 2, the Contract was signed with the company incorporated under the laws of the Republic of Ghana, unlike Phase 1 where it was signed with the company based in the United States of America.
- 3.7. Following the very rigorous negotiations with the MOH, the Contract Price was significantly reduced under Phase 2, in relative terms to Phase 1, having regard to the scope and coverage of Phase 2.
- 3.8. The Contract Price for Phase 2 was US\$100,000,000.00 for 950 health facilities, to be completed in thirty-six (36) Months, in respect of the following expanded scope of work:
- i. Deployment of the Patient Management Application
 - ii. Deployment of the Electronic Medical Records Application
 - iii. Deployment of the Early Warning Bio-Surveillance System
 - iv. Deployment of the Agency Interacting System (Food and Drug Authority, Pharmacy Council, Medical and Dental Council, Health Facility Regulatory Agency Council, Private Hospital and Maternity Home Board e.t.c.)
- 3.9. Beyond the Software, the Company was required under the Contract to supply the Hardware delineated in the Contract, for the deployment of the Software abovementioned.
- 3.10. Under Phase 2, performance and payment were tied to key milestones – 3 milestones each for each year under the Contract. The Contract was extended twice by the MOH in the years 2023 and 2024, beyond the expected completion date in the year 2022. The Contract officially expired on 31st December, 2024 but has since not been renewed by MOH though the work under the contract has not been completed. We shall, in the ensuing paragraphs, address this matter.
- 3.11. The Company shall, in addressing the issues raised by the Minister, proceed to demonstrate that the Company performed its obligations and received payment in line with the terms of the Contract.

4. SPECIFIC ALLEGATIONS LEVELLED AGAINST THE COMPANY BY THE MINISTER

CLAIM: THE ELECTRONIC MEDICAL DATA (RECORDS) OF GHANAIS ARE BEING HELD BY A COMPANY WHICH SITS IN INDIA

- 4.1. Both on the floor of Parliament and at the Accountability Series, the Minister claimed that Exclusive Possession, Management and Control of the electronic medical data of Ghanaians generated through the E-HealthCare Programme have been handed to the Company, which has refused to grant access to the MOH. The Minister further alleged that the said data is being centrally managed from India.

RESPONSE

- 4.2. By the terms of the Contract and as a matter of fact, the Company has no control over and/or custody of the Electronic Health data of any Ghanaian under the E-HealthCare Programme. The electronic data of patients generated through the Programme remains the exclusive property of the MOH. The MOH has a server room at the Ministries in which sits a centralized data Repository which serves as the storage system for the Health Records of patients (the “Data Center”).
- 4.3. Whereas electronic data is the property of the MOH, the Lightwave Health Information Management System (LHIMS), the software by which the data is centrally managed, remains, by the terms of the Contract, the exclusive Intellectual Property of the Company. The company only licensed the MOH to use the LHIMS within the period of the Contract for Phase 2 of the National E-HealthCare Programme, just as was the case in Phase 1.
- 4.4. The Company is a wholly owned-Ghanaian Company having its entire establishment and operations in Ghana. The HealthCare data of Ghanaians is the property of the GOG and it sits with the MOH and not with any non-existent or amorphous entity in India. The Hardware including Servers and other storage devices in which the HealthCare data of Ghanaians reside, is in the exclusive possession of the MOH.

CLAIM: WHEREAS THE COMPANY HAS BEEN PAID 77% OF THE CONTRACT SUM, IT HAS EXECUTED LESS THAN 50% OF THE CONTRACT.

4.5. Both on the floor of parliament and at the Accountability Series, the Minister alleged that a forensic audit conducted on the Phase 2 of the E-Health Care Programme revealed that the Company has executed less than 50% of the contractually agreed scope of work although it has been paid about 77% of the contract sum of USD 100,000,000.00.

4.6. In attempting to give some details of this Claim, the Minister stated that only 450 Health Facilities, which is less than 50% of the 950 Facilities earmarked under Phase 2, have successfully been delivered and/or deployed yet the Company had received a total payment of US\$ 77,000,000.00 being 77% of the Contract Price.

RESPONSE:

4.7. Under the Contract, the breakdown of the 950 health facilities mentioned by the Minister is as follows:

ITEM	FACILITY TYPE	NUMBER
1	Teaching Hospitals	4
2	Regional Hospitals (GHS)	6
3	District Hospital, Hospitals, Metropolitan, Municipal, Leprosarium (GHS & CHAG)	243
4	Psychiatric Hospitals (GHS)	2
5	Polyclinics (GHS & CHAG)	49
6	Health Centres (GHS & CHAG)	646
TOTAL		950

4.8. Further the breakdown of the Contract Price of US\$100,000,000.00 stated by the Minister is as follows:

ITEM	FACILITY TYPE	Allocation (USD)	Percentage
1	Teaching Hospitals (MOH)	21,000,000	21
2	Regional Hospitals (GHS)	22,000,000	22
3	District Hospital, Hospitals, Metropolitan, Municipal, Leprosarium (GHS & CHAG)	29,000,000	29
4	Psychiatric Hospitals	1,000,000	1
5	Polyclinics (GHS & CHAG)	6,000,000	6
6	Health Centres (GHS & CHAG)	17,000,000	17
7	Miscellaneous and General Conditions	4,000,000	4
TOTAL			100%

4.9. The different types of health facilities carry with them different weights in terms of financial allocation, scope and volume of work.

4.10. For example, the Company was required to deploy in 4 Teaching Hospitals. A successful deployment in those 4 Teaching Hospitals means the Company would be entitled to command 21% of the total Contract Price.

4.11. In contrast, where the Company successfully deploys in all 646 Health Centres, the Company would be entitled to command only 17% of the total Contract Price.

4.12. In terms of pure arithmetic, the successful deployment of 646 Health Centres out of the total Health facilities of 950, would represent 68% of the total Health Facilities yet the resultant monetary allocation would be only 17% of the Contract Price.

- 4.13. Whereas a successful deployment of the 4 Teaching Hospitals out of the total of 950 would mean deployment in 0.42% of the total Health Facilities, yet the Company would be entitled to receive 21% of the total Contract Price of US\$100,000,000.00.
- 4.14. It is therefore, most unfortunate when the Minister, without giving the actual breakdown of the types of facilities deployed by the Company, alleges that because the Company has deployed in 450 facilities out of the 950 facilities, representing 47% (less than 50%) but has been paid US\$77,000,000.00, representing 77% of the Contract Price, the Company has done something wrong or criminal. That allegation is extremely misleading and a product of an unfortunate manipulation of data.
- 4.15. The fact on the ground, however, is that as at the expiration of the Contract on 31st December, 2024, the Company had deployed in all 4 Teaching Hospitals, all 6 Regional Hospitals and all 243 District (and other) Hospitals. The total deployment in these 253 Hospitals entitles the Company to receive 72% of the Contract Price, not counting the more than 197 health facilities other those abovementioned, which have already been deployed by the Company.
- 4.16. The MOH as part of its facility deployment policy and strategy, directed the Company to adopt the top-down approach, i.e. commence with the major health facilities and work its way down the ladder. The Company simply acted on the directives of its Contract Employer, MOH.
- 4.17. At the Accountability Series, the Minister and his representatives confirmed that the Company delivered on all six (6) milestones for years 1 and 2. Under the Contract, a successful completion of the six (6) milestones for Years 1 and 2 entitles the company to be paid US\$66,383,400.00, representing approximately 66% of the total Contract Price.
- 4.18. This 66% far exceeds the facility deployment of 47% (450 facilities), which should, by the Minister analysis, prove some wrong doing or criminality on the part of the Company. The claim that the Company has been overpaid by reason only that it has received 77% of the total Contract Price, having delivered only 47% of the facilities and the other claim that the Company has successfully completed the six (6) milestones for Years 1 and 2, are irreconcilable.
- 4.19. Using a political analogy, by way of illustration, the Honourable Minister, an astute politician, is no doubt aware that the mere fact that a Political Party won only 5 out of the 16 regions does not mean that Party has automatically lost the election. Although the 5 regions may represent only 31% of the total number of regions whereas the 10 regions

may represent 69% of the total number of regions, in terms of actual votes, the 5 regions may very well be over the 50% required to win the elections. It is not just about the raw figures – it is about the respective weights.

CLAIM: THE COMPANY HAS NOT FULLY PERFORMED THE CONTRACT

- 4.20. The Minister stated that the Company has not fully delivered the goods and services contracted to be delivered under Phase 2 for more than five (5) years when the original delivery timeline was three (3) years.

RESPONSE

- 4.21. Although it is true that some of the Health Facilities earmarked under Phase 2 remain undelivered, the non-completion is largely, the result of factors attributable to either the default of the MOH or other factors outside the control of both the MOH and the Company.
- 4.22. As already alluded to, in the performance of the Contract, the delivery to Sites was at the request of the MOH. However, lengthy periods, sometimes for as many as six months, intervened the completion of one Site and the instruction and/or request from the MOH for the next Site (s) or Health Facility (ies).
- 4.23. Another factor accounting for the delay in completion was the inordinate delays on the part of the MOH in settling invoices presented by the Company although under the contract, MOH was required to pay the Company within thirty-six (36) days after the date of the receipt of the claim letter supported by an acceptance certificate issue by the MOH.
- 4.24. In reality, however, the earliest period it took the MOH to make payment to the Company was about five (5) months, with the longest period being about 20 months. The average payment period was about 10 months (300 days) instead of the contractual period of 36 days.
- 4.25. The Company was paid in Ghana Cedis with attendant significant exchange rate losses due to the long lag between the date of submitting the claim and date of actual payment.

- 4.26. The Contract provided an interest penalty per month for delays in payment but needless to say that at no time did the Company seek to enforce that clause though it was entitled to.
- 4.27. Due to these delays, there was serious financial pressure on the Company with monies locked up with the MOH for work done and yet work was expected to go on unabated, without any advance payment beyond the initial advance mobilization. These financial constraints accounted for some of the avoidable delays in implementation.
- 4.28. The other militating factor is the Covid-19 pandemic which struck the world in March 2020, barely a year from the date of execution of the contract. This was a force majeure event adequately provided for in the contract.

CLAIM: FAILURE TO MEET SPECIFICATION REQUIREMENTS AND TO SUPPLY AGREED QUANTITIES FOR THE HARDWARE.

- 4.29. The Minister alleged that though the Contract stated the specifications for the Hardware to be supplied, the Company supplied inferior specifications thus compromising on quality and further indicated that the Company had supplied lesser than the required quantities.

4.30. RESEPNSE

QUALITY/STANDARDS

- 4.31. Although the Contract detailed the particular specs of each Hardware to be supplied by the Company, the same Contract permitted the Company to supply specs which ensured substantial equivalence to the standards specified under the Contract.
- 4.32. The Contract allowed for the supply of hardware other than specified, to the extent that it did not compromise on quality.
- 4.33. The Minister unfortunately did not give particulars of his allegations but suffice it to say that the Company has, at all times material supplied in line with required standards under the Contract and at no time did it ever supply an inferior spec. The Company never compromised on the required standards or quality. On the contrary, in most instances, the standard supplied was even higher in terms of the specs.

4.34. The Contract contains copious provisions which ensure that the right quality is delivered at all times. There is the Performance Security Clause, elaborate clauses on Inspection, Insurance clauses, Warranty clauses, Liquidated damages clause among other similar clauses.

4.35. QUANTITY

4.36. At the Accountability Series, in support of the allegation that the Company did not supply the required quantities of the Hardware, the Minister's representative alleged that the Company was required to supply to 13,172 laptops but only supplied 7,060.

4.37. Under the Contract, the total number of laptops to be supplied is 9,544. Relying on the assertion that the Company has supplied 7,060 laptops, this implies a variance of 2,484 to be deployed to the outstanding 500 health facilities.

4.38. The Company insists that it has complied with the supply requirements of the Hardware, both in terms of quantity and quality.

CLAIM: NO MONEY OWED TO THE COMPANY

4.39. The Minister claimed during an interview on Upfront, on the Joy News Channel that the MOH did not owe the Company any money.

RESPONSE

4.40. In September, 2025, the Company held a meeting with the Minister and his team at the Minister's Conference Room at the MOH office. It was during that meeting that the Company again drew the Minister's attention to fact that notwithstanding that the Contract expired on 31st December, 2024, the Company was still providing services to ensure the smooth running of the system.

4.41. Following this observation to the Minister, the Minister directed the Company to submit an invoice for the eight (8) months of work done without payment. The Minister assured the Company of immediate payment.

4.42. The Minister further directed that a Software Licence and Management Agreement (SLMA) be drawn up for a year to cover the entire 2025 year.

- 4.43. The Company has since submitted its invoice but it has not even been formally acknowledged nor any payment made.
- 4.44. Regarding the SLMA, the Minister alleges that the Company wanted the MOH to expunge clauses which sought access and control over the Health Care data of Ghanaians – this is inaccurate, to put it mildly.
- 4.45. The SLMA presented to the Company and the changes/proposals put forward by the Company in the revised SLMA submitted by the Company, demonstrate the inaccuracy in the Minister’s assertion. The Company was ready to sign the SLMA but the MOH never got back to the Company after the Company made inputs to the first draft SLMA sent to the Company by the MOH

WORKS OUTSIDE CONTRACTUAL SCOPE

- 4.46. We wish to put on record also that the Company has, since execution of Phase 1, at the request of the MOH, provided services outside the contractually agreed scope of work worth about USD 25,000,000.00 for which the Company has not been paid a dime. These services include integration services linking the E-HealthCare system to the NHIA, Banks, pharmacies, the Birth and Death Registry among others.
- 4.47. Although the Company has raised and sent an invoice to the MOH for these other services provided at the MOH’s own request, the Ministry has failed, refused and omitted to honour same.

LHIMS STILL IN OPERATION FOR FACILITIES WHICH HAVE NOT REVOKED/BLOCKED ACCESS

- 4.48. At present, apart from facilities which have disconnected and prevented Lightwave support staff from accessing and providing the available limited support, there are approximately 211 facilities comprising 113 CHAG facilities and 98 other hospitals that are live and are working without any disruption whatsoever.

4.49. These facilities include the Cape Coast Teaching Hospital, Eastern Regional Hospital, Effia Nkwanta Regional Hospital, Bunkpurugu Health Center, Walewale District Hospital, Biriwa Polyclinic among many others.

5. CONCLUSION

5.1. The LHIMS has been working smoothly for the past, almost nine (9) years, until the unfortunate developments in the past few weeks.

5.2. His Excellency, John Dramani Mahama's previous Administration birthed and nurtured the National EHealthcare Programme. The Administration of his successor, His Excellency Nana Addo Danquah Akufo-Addo, ensured its growth and development to the current level of efficiency; an envy to many Nations across the world, particularly Africa.

5.3. For reasons which remain a mystery to the Company, there has been an unfortunate impasse which has left ordinary Ghanaians, including health workers, suffering the brunt of this avoidable impasse.

5.4. As demonstrated in the details provided above, the Company has executed the most difficult part of the National EHealthCare Programme and is in a strong position, if afforded the opportunity, to complete deployment in the outstanding health facilities, which are largely Health Centres.

5.5. The Company remains committed to working with the MOH to ensure that quality health care delivery for Ghanaians is in no way compromised. The Company has demonstrated this commitment through the support it continues to provide to the facilities abovementioned notwithstanding the current impasse.

5.6. Ladies and Gentlemen of the media, fellow countrymen and women, in light of the facts recounted above, it is our expectation that this Press Release will end all forms of speculation and uniformed commentary on the matter at hand, paving way for a lasting solution to this remediable impasse.

5.7. We thank you for your attention to this matter.

Signed

MANAGEMENT