

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MHCL& PROVIDER

This Agreement made at _____ this _____ day of _____ 2004

BETWEEN

MedSave HealthCare Limited a Company incorporated under the Companies Act 1956 and having its Registered office at **F-701 A Ladoo Sarai, Behind Golf Course New Delhi-110030** , or its associates company bearing the logo of MedSave HealthCare Limited, which is been attached in herein referred to as MHCL, which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the **FIRST PART.**

AND

_____, And having its Registered Office at _____ hereinafter referred to as PROVIDER, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignee's of the **SECOND PART.**

WHEREAS: MedSave Health Care Ltd.is a HealthCare Services Provider Organization providing Healthcare related services to its beneficiaries and clients and for these purposes MedSave Health Care Ltd. has created a **Network of Service Providers.**

WHEREAS: _____ is desirous to join the said **Network of Service Providers** and is willing to extend medical facilities and treatment to members covered under such healthcare management plans on the agreed terms and conditions, and the service provider is interested in providing the beneficiaries and clients of MedSave Health Care Ltd.with Medical / Hospitalisation Services as required by the TPA in order to meet its undertakings, all as detailed in this agreement herein below; and

WHEREAS: The parties are interested in putting their agreement in writing, all in accordance and subject to that agreed and detailed in this agreement.

Therefore, it is agreed and conditioned between the parties as follows:

Article 1: Effective Date

- 1.1 The Parties hereby agree that the Effective date of the Agreement shall be the date on which the agreement is signed.
- 1.2 The preamble to this agreement and the annexure attached there to constitute an integral part thereof.

Article 2: Declarations and Undertakings of the Provider

- 2.1 The provider declares and undertakes that he has all the registrations/licenses/approvals/authorizations required by law in order to provide the services pursuant to this agreement and that he has the skills, knowledge and experience required in order to provide the service as required in this agreement.
- 2.2 The provider undertakes to uphold all of the requirements of the law in so far as these apply to him and in accordance with the provisions of the law and the regulations, which are enacted, from time to time, by the local bodies/by the Central or State government, including a complete system to dispose of Bio-Medical Waste.
- 2.3 The provider declares that he has never committed a criminal offence which prevents him from practicing medicines and that no criminal charge of any kind has ever been filed against him due to medical malpractice and / or no civil claim has ever been filed against him due to damage inflicted during medical treatment. The provider also undertakes to inform the TPA of any complaint of medical malpractice, which may be filed against him during the period of the agreement.

Article 3: Services

- 3.1 The provider undertakes to provide the service in a meticulous, precise, reliable, professional manner and at the highest level of service, to the complete satisfaction of the TPA and in accordance with additional instructions to be issued from time to time by the TPA and brought to the attention of the provider.
- 3.2 The provider shall treat MHCL beneficiaries in a courteous manner and according to good business practices,
- 3.3 The provider will extend priority admission facilities to the beneficiaries, whenever possible. However the right of admission will always be the prerogative of the provider.
- 3.4 Provider shall ensure that medical treatment/facility with all due care and accepted standards is extended to the beneficiary.
- 3.5 The agreement is subject to the detailed schedule of fees submitted by the provider, which has to be accepted by MHCL.
- 3.6 Provider shall allow MHCL official to visit the beneficiary. MHCL shall not interfere with the medical treatment of the patient. However, the medical team of MHCL reserves the right to discuss the treatment plan with treating doctor. Access to billing and medical records and indoor papers will be allowed to MHCL on case to case basis only after patient is discharged from the hospital and with prior appointment. It is

understood that the official medical team must consist of appropriate authorised personnel approved mutually.

- 3.7 Providers shall also endeavour to comply with future requirement of insurer like standardized billing, ICD-10 coding etc and if mandatory by statutory requirement the provider and MHCL agree to review the same. In case provider doesn't have such facility at their end, they agree to get such things outsourced by any outside agency at their own cost. MHCL may assist the provider in organising such outside agency.
- 3.8 Provider agrees to have bills audit on case-to-case basis as and when necessary with MHCL audit team. But at a prearranged and agreed time and date only.
- 3.9 Provider agrees to display at their own discretion their status of preferred provider of MHCL at their reception / admission desks along with the display and other materials supplied by MHCL whenever possible for the ease of MHCL beneficiaries.
- 3.10 The provider will convey to their attached consultant to keep the beneficiaries only for the required number of days of treatment and carry out only the required investigation & treatment for the ailment, which he is admitted. Any other incidental investigation required by patient for his benefit are not payable by insurer / TPA and the consultant will have to inform the patient that he will have to bear the cost of the same. If any unforeseen complications occur same will be included, and permitted as necessary treatment. The treating physician will at all times have the right to treat the patient, as he considers fit and necessary.

Article 4:Employer-Employee Relationship Shall Not Exist

- 4.1 It is agreed that no employee-employer relationship shall exist between the parties and that the provider services as an independent contractor for all intents and purposes.

Article 5: Limitations of Liability and Indemnity Insurance

- 5.1 MHCL will not interfere in the treatment and medical care provided to its beneficiaries. MHCL will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- 5.2 MHCL shall not be liable or responsible for any acts, Omission or commission of the Doctors and other medical staff of the Provider.
- 5.3 The Provider shall alone be liable to pay any costs, damages and /or compensation demanded by the beneficiary for poor, wrong or bad quality of the test report or treatment given to the beneficiary by the provider while executing any assignment of MHCL
- 5.4 In the framework of his work with TPA, the provider will be insured adequately by the professional indemnity insurance.
- 5.5 Provider will ensure that ALL the medical personnel / specialists working, whether full time/part-time, honorary or visiting, in his hospital has their own and adequate professional indemnity Insurance to cover themselves.

Article 6: Confidentiality

- 6.1 The provider undertakes to maintain in confidence, and not to reveal to any person or body, any information or data which he receives through and subsequent to providing the services pursuant to this agreement, and which pertains, directly or indirectly, to the TPA or ITS clients, including – and without derogating from the generality of the aforesaid – names, addresses, details and medical background of the TPA clients, information which pertains to the TPA’s work (including terms of agreement with its clients, nature of service, consideration for the service, etc.) or any other data.
- 6.2 In order to eliminate any doubt, it is agreed that the contents of Section 6.1 above cannot derogate from the duty of the provider to report to the TPA any data, information or medical background which is brought to his attention in the framework of his work for the TPA and which is likely to be relevant to the TPA. The transfer of information as stated shall be done subject to the work procedures of the TPA, to be established from time to time.
- 6.3 The provider hereby declares that he knows that his undertaking will be in force for the entire duration of the agreement, as well as at any time after this agreement is terminated.
- 6.4 The provider declared that he knows that his undertaking pursuant to this agreement are pre-requisite for the TPA to enter into an agreement with him and that without this declaration, the TPA would not have been willing to enter into an agreement with him.
- 6.5 The provider declares that he will not provide medical services to bodies to which he was referred by and/or through the TPA without receiving the prior written consent of the TPA.

Article 7: Period of Agreement/Termination

- 7.1 The agreement will remain in force until terminated by either party by giving to the other not less than 90 days prior notice
- 7.2 During the said extension period mentioned in Section 7.1 above, the same terms the existed during the period of the original agreement shall apply, unless it is otherwise expressly agreed between the parties in writing.
- 7.3 Each party shall be entitled to terminate this agreement, with no reason, with prior written notice to the other party, at least 90 days in advance. The contents of this sub-section cannot derogate from the right of the TPA to immediately cancel the agreement without any need of prior notice, should the license of the provider be suspended or revoked, or in the event any legal proceeding, concerning a criminal offence or negligence, is instigated against the provider.
- 7.4 Articles 2,3,5,6 and 7 form the essence of the agreement and the breach thereof shall be deemed to be a fundamental breach.

Article 8: Identification of Beneficiaries

- 8.1 The provider on the basis of an ID card issued to them bearing the logo and the wordings MHCL will identify the beneficiaries. It may also bear the name & logo of the

Insurance Company where applicable. The ID card shall have photograph or signature or thumb impression of the beneficiary. In certain cases of large corporates where ID cards are not issued by MHCL. Beneficiary may have only the Authority letter / Pre certification issued by MHCL along with the employee ID number of the corporate.

- 8.2 For the ease of beneficiary, the provider shall display the recognition and promotional material; network status and procedures for admission supplied by MHCL at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments. A provider also needs to inform their reception and admissions facilities regarding the procedures of admission and obtaining Preauthorisation as per the article 9 clauses 9.2. There will be NO compulsion however for the provider to do so.
- 8.3 It is advisable to ask for a photocopy of the ID card, to be submitted later with the bill or to keep as proof of the beneficiary being treated.

Article 9 : Provider Services –Admission Procedure

9.1 Outpatient Services: Provider will give outpatient services on the basis of Authorisation, subject to the amount and mentioned required services in the authorization letter. However no onus will be cast on the provider to confirm identity and an Authorization letter once given will be honoured. Apex Body whose decision is final will settle disputes.

9.2 PLANNED ADMISSION

- 9.2.1 Request for hospitalisation on behalf of the beneficiary may be made by the hospital provider / consultant attached to the provider /beneficiary himself after obtaining due details form treating doctor in the prescribed format as per the **annexure A**. The prescribed format could be faxed to the 24 hr help desk at MHCL with telephone number /contact details of treating physician so that the medical team of MHCL would get in touch with treating physician /beneficiary if necessary for the cases where the symptoms are vague or no effective diagnosis is arrived at due to incomplete medical information.
- 9.2.2 MHCL guarantees payment only after receipt of intimation and the necessary medical details and after it has ascertained the eligibility of coverage and issued the Preauthorisation.
- 9.2.3 In case the ailment is not covered or given medical data is not sufficient for the medical team of helpdesk to confirm the eligibility, MHCL will not issue AL, the guarantee of payment which shall be addressed to the Insured. The provider will have to follow their normal practice in such case, and the TPA MUST inform in writing to the provider about the same.
- 9.2.4 Authorisation format (A/L) and denial formats are as per **annexure 'B'** and **annexure 'C'**.
- 9.2.5 Denial of Authorisation/guarantee of payment in no way means denial of treatment. The provider is requested to deal with each case as per their normal rules and regulations.
- 9.2.6 Authorisation certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms & board, surgical fees etc, wherever applicable. As per the benefit plan of the insured. Provider must see that these rules are strictly followed, whenever possible. In the event the room is not available the same will be informed to the TPA and the insured, and treatment given. For such cases if patient is admitted in higher class the difference has to be collected by the patient.

- 9.2.7 The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for hospitalisation. Non-covered item like Telephone usage, relative food, hospital registration fees, heater charges, extra bed for attendant etc must be collected directly from the insured but will only be reimbursed if the insurance product permits this. Any Investigation carried out at the request of the patient but not forming the necessary part of the treatment also must be collected from the patient. The Authorisation certificate normally mentions the amount, which is requested at the time of request for hospitalisation with the sum available. Therefore in event of cost of treatment going above the guaranteed amount the provider may check the availability of further limit with MHCL, and inform the insured so that payment can be collected separately from the insured where applicable.
- 9.2.8 Primary responsibility of obtaining Authorisation letter would be of the policyholder and Hospitals/Provider could only assist if required and if possible. All the requests for Preauthorisation should be stamped and authenticated by Hospital Authorities.
- 9.2.9 In case the sum available is considerably less than the estimated treatment cost, Provider should follow their normal norms of deposit/ running bills etc. MHCL upon receipt of the bills and document would release the guaranteed amount.
- 9.2.10 Once the Authorisation is issued, and the treatment started, MHCL will not revoke or cancel the guarantee of Payment. MHCL can get in touch with the provider and decide on further course on mutual consent, BUT payment of A.L. amount or bill submitted (whichever is less) MUST be paid in full as per clause of payment. Any disputes will be addressed to the Apex Body for settlement ONLY after such payment is done.

9.3 EMERGENCY ADMISSION

- 9.3.1 In case of a vehicular accident, if the Driver is under the influence of alcohol or inebriating drugs, if detected or suspected, Provider will inform the same to MHCL, whenever and whatever is possible.
- 9.3.2 In case of other emergencies the provider should call up the help desk of MHCL for guarantee of payment. MHCL may continue to discuss with treating doctor till conclusion of eligibility of coverage is arrived at. Provider meanwhile may consider treating him as per their norms.
- 9.3.3 If Authorisation is issued after ascertaining the coverage provider should refund the amount if taken barring a token amount to take care of non covered expenses. Post emergency patient must be transferred to the room, which he is eligible for as per his health plan, which would be mentioned in the Authorisation certificate.

Article 10: Fee Schedule

- 10.1 Provider has to submit the fee schedule in the format designed & provided in the proposal cum offer document by MHCL. Schedule of tariffs, Providers already on the network continue as per the rate accepted on date and will have to inform the TPA in case if any changes are made in normal course.
- 10.2 Provider should also separately list package charges as mentioned in proposal cum offer document. Such package charges must be inclusive of stay, medicines, consumables, surgical fees operation theatre etc. No additional payment would be entertained unless the medical team of MHCL agrees with treating consultant for any deviation.

- 10.3 Any revision in the fee schedule will be submitted to MHCL at least 30 days prior to the effective date. MHCL reserves the right to discontinue the contract after assessing the revised fee schedule, after the consent of the Apex Body.
- 10.4 In case MHCL is not intimated regarding the revision, MHCL will pay for the services only as per the agreed schedule of fees.
- 10.5 The provider agrees to give _____% discount from the prevailing tariff and investigations on the final bill to MHCL. MHCL will pay the net amount after deducting the applicable discount.
- 10.6 Provider would be happy to give a further discount on schedule of fees as per following slabs in a financial year.
- 5% further on business volume of Rs. _____ to _____
- 10% further on business volume of Rs _____ to _____

Article 11: Duties/ Checklist for the provider at the time of Patient Discharge

- 11.1 Original discharge card, original investigation reports, all original prescription & pharmacy receipt etc must not be given to the patient. These are to be forwarded to billing department who will compile the same and forward along with the bill to MHCL.
- 11.2 During the course of treatment if any chronic disease is identified, then it is the responsibility of the provider to inform MHCL as soon as it is identified.
- 11.3 In case of patient requiring the discharge card/ reports he can be asked to take photocopies of the same at his own expenses.
- 11.4 The Discharge card/ Summary must mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries. The clinical detail should be sufficiently informative.
- 11.5 Signature of the patient / beneficiary on final hospital bill including doctor daily visit charges, surgical fees etc must be obtained.
- 11.6 Claim form of the Insurance company / MHCL must be presented to the beneficiary for signing and identity of the patient again ascertained.
- 11.7 Wrong declaration in pre-authorization is the responsibility of the hospital.
- 11.8 It would be the responsibility of the provider to ensure that the information as contained in pre-authorization tallies with the discharge summary.

Article 12: Billing Procedure

12. Final bill should be submitted to MHCL preferably in the format below as final docket. In case if there are any deficiencies in the documents submitted by the provider TPA should intimate it within 07 working days from the date of receipt of the documents.
- 12.2 The bills must be as per the existing schedule of fees. Any higher amount will be deducted.
- 12.3 Personal usage expenses like telephone; TV, Registration fees etc must be recovered from the member.
- 12.4 Any non-covered treatment / Investigation cost must be recovered from the member.
- 12.5 The Final docket for onward submission to MHCL for immediate payment must contain the following.

- Copy of beneficiary ID card with legible ID number, when available
- Copy of preauthorisation letter and beneficiary acceptance letter. Signed claim form.
- Original final bill with detailed break up of miscellaneous, consumables & other charges.
- Original and complete discharge card mentioning duration of ailment and duration of other disorders like hypertension or diabetes if any.
- Original Investigation reports with corresponding prescription /request.
- Pharmacy bill if supplied by hospital with corresponding request.
- Any other statutory documentary evidence required under law.
- Status of deposit paid if any by beneficiary.
- Any other related documents.
- Attended charges.
- Extra food and beverages.

Article 13: Payment Terms & conditions

- 13.1 MHCL agrees to pay all the eligible bills within 30 days of the receipt of bill at their head office address or the nearest local office along with all the original relevant documents.
- 13.2 In Case certain billed items are not correlated with corresponding report, such amount will be deducted from the final bill. However the provider may send these reports within 90 days of receiving the payment to get the deducted amount. Due reason for deductions if any will be given at the time of settlement of the bills
- 13.3 Payment will be done by and at par payable cheque of HDFC bank / similar national bank.
- 13.4** Payment and encashment_would be construed as due receipt if a provider omits to send a stamped receipt of the payment received immediately on receipt of the cheque.
- 13.5** Bill discounting methodology in conjunction with bank or approved company of Insurer to pay to providers within 07 working days of bills received in complete format. The methodology will be annexed after consulting all the payers and on mutually agreed terms.
- 13.6** In case MHCL the TPA is unable to pay within 30 days of receipts of bills and relevant documents in original, MHCL shall pay penal interest to the provider @12% per annum. The provider can however collect the unpaid bill from the discounting bank without having to pay any discounting fees, which as agreed, will be borne by the TPA alone.

Article 14: Non-Exclusivity

- 14.1 MHCL reserves the right to appoint other provider for implementing the packages envisaged herein and the provider shall have no objection for the same and Vice-versa.

Article 15: Jurisdiction & Arbitration of disputes

- 15.1 Any Disputes, claim arising out of this Agreement are subject to arbitration and jurisdiction of the courts of New Delhi. Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.

15.2 Any dispute, difference or question arising from this agreement shall be discussed between the parties and resolved amicably. If any amicable solution cannot be reached within 90 days either party shall have the right to have the said dispute settled by arbitration in accordance with the rules of India Arbitration Act and the venue of the Arbitration shall be place of signing the agreement.

Article 16: Notice

16.1 A notice which a party to this agreement shall send to the other at the addresses stated in the preamble to this agreement shall be deemed to have reached its destination at the end of 72 hours from the day it was forwarded for delivery by registered mail. The provider undertakes to inform the TPA of any change in his address immediately upon such change occurring.

16.2 This agreement replaces any prior agreement or understanding that existed, if existed, between the parties, whether orally or in writing, and the provisions of this agreement shall bind the parties for all intents and purposes.

16.3 Any amendment, change or cancellation of the provisions of this agreement shall be made in writing and shall be signed by the parties.

In witness thereof this agreement was executed by or on behalf of the parties the day and year first before written.

Signed and delivered by the within named:

Provider _____

Through Shri/ Smt. _____ Sign _____

In presence of Shri/ Smt. _____ Sign _____

MHCL

Through _____ Sign _____

In presence of _____ Sign _____