

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN GRAND HEALTHCARE TPA SERVICES (INDIA) PRIVATE LIMITED & SERVICE PROVIDER

This agreement made at _____ this _____ day of _____ 20

Grand Healthcare TPA Services (India) Private Limited, a Company having incorporated under the Companies Act 1956 and having its Registered Office at 45A Hindustan Park, Kolkata 700029 or its associates company 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 ONE PART.

AND

having its Registered Office _____ 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 OTHER PART.

WHEREAS Grand Healthcare TPA Services provider organization providing Healthcare related services to its beneficiaries and clients and for these purposes Grand Healthcare Services has created a network of service providers. _____ is desirous to join the said network of providers and is willing to extend medical facilities and treatment to its members covered under such healthcare management plan on the agreed terms and conditions.

Now this agreement witnessed that:

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.

Article 2: General Provision

- 2.1 The provider shall treat Grand Healthcare beneficiaries in a courteous manner and good business practices.
- 2.2 The provider shall tend priority admission facilities to the beneficiaries.
- 2.3 The provider will have his facility covered by proper indemnity policy including error, omission and professional indemnity and agrees to keep such policies in force during entire tenure of the agreement.
- 2.4 Provider shall ensure that the best medical treatment/facility is extended to the beneficiaries.
- 2.5 Provider shall endeavour to have an officer in the administration department assigned for insurance / contractual patient and the officers will have to lease the various types of medical benefits offered by the different insurance plans.
- 2.6 The agreement is subject to the detailed schedule submitted by the provider which has to be agreed by Grand Healthcare Services.
- 2.7 Provider shall allow Grand Healthcare official to visit the beneficiary and also check the indoor papers/treatment being given to the beneficiary and whether the patient is happy with the services or not. Grand Healthcare shall not interfere with the medical treatment of the patient. However, the medical team of Grand Healthcare reserves the right to discuss the treatment plan with treating doctor. Access to billing and medical records and indoor papers will be allowed to Grand Healthcare as and when necessary or asked for.
- 2.8 Provider agrees to comply with the statutory requirement and follow the law of land. Providers also agree to comply with future requirement to insurer like standardized billing, ICD-10 coding etc. In case provider does not have such facility at their end, they agree to get such things outsourced by the outside agency at your own cost.
- 2.9 Provider agrees to have medical audit / bills audit on periodical basis as and when necessary with Grand Healthcare audit team.
- 2.10 Provider agrees to display their status of preferred provider of Grand Healthcare at their reception/admission desks along with the display and other materials supplied by Grand Healthcare for the ease of Grand Healthcare beneficiaries.
- 2.11 The Provider will instruct their attained consultant to keep the beneficiaries only for the required number of days of treatment and carry out only the required investigation and treatment for the ailment which 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.

Article 3: Identification of Beneficiaries

- 3.1 The beneficiaries will be identified by the provider on the basis of an ID card issued to them bearing the logo and the wordings Grand Healthcare. It may also bear the name of the Insurance Company. 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 Grand Healthcare. Beneficiary may have only the Authority letter / Pre certification issued by Grand Healthcare along with the employee ID number of the corporate.

- 3.2 For the ease of beneficiary, the provider shall display the recognition and promotional material, network status and procedures for admission supplied by Grand Healthcare 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 preauthorization as per the Article 4 Clause 4.3.
- 3.3 It is advisable to take a photocopy of the ID card, to be submitted later with the bill or to keep as proof of the beneficiary being treated.

Article 4: Provider Services – Admission Procedure

a) Outpatient Services: Provider will give outpatient services on the basis of pre-authorization, subject to the amount and mentioned required services in the authorization letter. Provider will ensure the identity of the beneficiary before importing the services.

b) PLANNED ADMISSION

- 4.1 Request for hospitalization on behalf of the beneficiary may be made by the hospital provider / consultant attached to the provider / beneficiary himself after obtaining one details from treating doctor in the prescribed format as per the Annexure A. The prescribed format needs to be faxed to the 24 hr help desk at Grand Healthcare telephone number / contact details of treating physician and the beneficiary needs to be mentioned as it would ease the process in the cases where the symptoms are vague, no effective diagnosis is arrived at, the medical team of Grand Healthcare would get in touch with treating physician / beneficiary, if necessary.
- 4.2 Grand Healthcare guarantees payment only after receipt of intimation and the necessary medical details and after it has ascertained the eligibility, Grand Healthcare can deny the guarantee of payment.
- 4.3 In case the ailment is not covered or given medical data is not sufficient for the medical team of helpdesk to confirm the eligibility, Grand Healthcare can deny the guarantee of payment.
- 4.4 Denial of pre-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.
- 4.5 Pre authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. As per the benefit plan of the insured. Provider must see that these rules are strictly followed.
- 4.6 The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for hospitalization. Non covered item like Telephone usage, relative food, hospital registration fees etc must be collected directly from the insured. 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.
- 4.7 The pre authorization certificate normally mentions the amount which is requested at the time of request for hospitalization or the total sum available. Therefore in the event of cost of treatment going above the guaranteed amount the provider may check the availability of further limit with Grand Healthcare.
- 4.8 In case the sum available is considerably less than the estimated treatment cost, Provider should follow their normal norms of deposit / running bills etc. Grand Healthcare upon receipt of the bills and document would release the guaranteed amount.
- 4.9 Certain beneficiary may have "No coverage restriction" as their card in cases of comprehensive coverage. However, there sum available could be limited.

c) EMERGENCY ADMISSION

- 4.10 In case of a vehicular accident, if the victim was under influence of alcohol or inebriating drugs, since the insurance does not cover this no pre-authorization will be given. It is mandatory for the provider to inform the cause of emergency for Grand Healthcare to issue pre-authorization.
- 4.11 In case of other emergencies the provider should call up the help desk of Grand Healthcare for guarantee of payment. Grand Healthcare may continue to discuss with treating doctor till conclusion of eligibility of coverage is arrived at. Provider meanwhile may consider treating him by taking a token deposit or as per their norms.
- 4.12 If pre-authorization 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 pre-authorization certificate.

Article 5 : FEE SCHEDULE

- 5.1 Provider has to submit the fee schedule in the format designed by Grand Healthcare as per schedule of tariffs mentioned in proposal cum offered document.
- 5.2 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 Grand Healthcare agrees with treating consultant for any deviation.
- 5.3 Certain consumables like ..., expensive catheters etc may be replenished by Grand Healthcare and the provider agrees to rework the bill.

- 5.4 Provider agrees to Grand Healthcare displaying the fee schedule on their website.
- 5.5 Any revision in the fee schedule will be submitted to Grand Healthcare at least 15-30 days prior to the effective date. Grand Healthcare reserves the right to discontinue the contract after assessing the revised fee schedule.
- 5.6 In case Grand Healthcare is not intimated regarding the revision, Grand Healthcare will not pay for the services only as per the agreed schedule of fees.
- 5.7 Provider agrees that the schedule of fees submitted is the lowest and if any other schedule of fees during the tenure is found lower, provider will refund such additional charges levied on Grand Healthcare.
- 5.8 Provider would be happy to give a further discount on schedule of fees as per the following slabs in a financial year.
 - 0.5% Business volume of Rs..... to
 - 10% Business volume of Rs..... to
 - 15% Business volume of Rs..... to
 - 20% Business volume of Rs..... to

Article 6: Duties / Checklist for the provider at the time of Patient Discharge

- 6.1 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 Grand Healthcare.
- 6.2 In case of patient requiring the discharge card / reports he/she can be asked to take photocopies of the same at his/her own expenses.
- 6.3 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.
- 6.4 Signature of the patient / beneficiary on final hospital bill including doctor daily visit charges, surgical fees etc must be obtained.
- 6.5 Claim form of the Insurance Company / Grand Healthcare must be presented to the beneficiary for signing and identity of the patient again ascertained.

Article 7: Billing Procedure

- 7.1 Final bill should be submitted to Grand Healthcare preferably in the format attached as Provider bill format mentioned in Proposal cum offer document.
- 7.2 The bills must be as per the agreed schedule of fees. Any higher amount will be deducted.
- 7.3 Personal usage expenses like telephone, IV, Registration fees etc must be recovered from the member.
- 7.4 Any non covered treatment / investigation cost must be recovered from the member.
- 7.5 The Final docket for onward submission to Grand Healthcare for immediate payment must contain the following:
 - Copy of beneficiary ID card with legible ID number.
 - Copy of preauthorization letter and beneficiary acceptance letter, signed claim form.
 - Original final bill with detailed break up of miscellaneous, consumables and 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 documentary evidence statutory required under law.
 - Status of deposit paid if any by beneficiary.
 - Any other related documents.

Article 8: Payment Terms & Conditions

- 8.1 Grand Healthcare agrees to pay all the eligible bills within 30 days of the receipt of bill at their Head Office address in Kolkata.
- 8.2 The docket containing the bill and discharge card and other relevant material if sent to local Grand Healthcare office. A copy of only the bill must be sent to the central network payment (claims) division at Kolkata.
- 8.3 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.
- 8.4 Provider can instruct Grand Healthcare to pay the amounts separately to its vendor's like pharmacies, diagnostic centres, ICD-10 coding vendor etc.
- 8.5 Payment will be done by and at par payable cheque of ICICI bank / similar national bank.
- 8.6 Payment and bank deposition would be construed as due receipt if a provider agrees to send a stamped receipt of the payment received immediately on receipt of the cheque.

Article 9: Limitations of Liability and Indemnity

- 9.1 Grand Healthcare will not interfere in the treatment and medical care provided to its beneficiaries. Grand Healthcare will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- 9.2 Grand Healthcare shall not be liable or responsible for any acts, omission or commission of the Doctor's and other medical staff of the provider.
- 9.3 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 Grand Healthcare.

Article 10: Confidentiality

- 10.1 The provider undertakes to protect the secrecy of all the data of Grand Healthcare beneficiary/s and trade or business secrets of Grand Healthcare and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration.

Article 11: Termination

Either party can terminate this agreement by giving 90 days clear notice.

Grand Healthcare reserve the right to terminate the agreement without notice if

- 11.1 The provider violates any of the terms and conditions of this agreement; or
- 11.2 Increase fee schedule without prior notice
- 11.3 Grand Healthcare comes to know of wrong and fraudulent practices.
- 11.4 Grand Healthcare observes cases of overstay and over provisioning without adequate explanation.

Article 12: Non-Exclusivity

- 12.1 Grand Healthcare reserves the right to appoint other provider for implementing the packages envisaged herein and the provider shall have no objection for the same.

Article 13: Other services of Grand Healthcare

- 13.1 Provider is free to choose Grand Healthcare to provide other various services to them on agreed financial terms which are outside the contract between the insurer and insured and hence outside the purview of regulation. These services could include replenishing of certain consumables, imparting web space at web portal, software data entry and coding services etc.

Article 14: Jurisdiction

- 14.1 Any disputes, claim arising out of this agreement are subject to arbitration and jurisdiction of Kolkata courts.
- 14.2 Any amendments in the clauses of the agreement can be effected as an addendum, after the written approval from both the parties.
- 14.3 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 written named:

Provider Through

Grand Healthcare: Through