

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN VIPUL MEDCORP TPA PVT. LTD.

AND

This Agreement made at _____ this _____ day of _____.

BETWEEN

Vipul MedCorp TPA Pvt. Ltd. a Company incorporated under the Companies Act 1956 and having its Registered office at B-416 Ansal Chamber I, Bhikaji Cama Place, New Delhi & Operating Office at 515 Udyog Vihar, Phase V Gurgaon, Haryana - 122016, hereinafter referred to as (Vipul MedCorp) 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

_____ 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 OTHER PART.

WHEREAS, Vipul MedCorp is a HealthCare Services provider Organization providing Healthcare related services to its beneficiaries and clients and for these purposes Vipul MedCorp 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 witnesseth as under:

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 Vipul MedCorp beneficiaries in a courteous manner and according to good business practices.

2.2 The Provider will extend priority admission facilities to the beneficiaries, whenever possible.

- 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 best medical treatment /facility is extended to the beneficiary.
- 2.5 Provider shall endeavor to have an officer in the administration department assigned for insurance / contractual patient and the officers will eventually learn the various types of medical benefits offered by the different insurance plans.
- 2.6 The agreement is subject to the detailed schedule of fees submitted by the Provider which has to be accepted by Vipul MedCorp.
- 2.7 Provider shall allow Vipul MedCorp official to visit the beneficiary and also check the indoor papers/treatment being given to the beneficiary. Vipul MedCorp shall not interfere with the medical treatment of the patient. However the medical team of Vipul MedCorp reserves the right to discuss the treatment plan with treating doctor. Access to billing and medical records and indoor papers will be allowed to Vipul MedCorp as and when necessary or asked for with prior appointment.
- 2.8 Provider & TPA agrees to comply with the statutory requirement and follow the law of land. Providers shall also endeavor to comply with future requirement of insurer like standardized billing, ICD-10 coding etc. and if mandatory by statutory requirement the provider and Vipul MedCorp 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. Vipul MedCorp may assist the provider in organising such outside agency.
- 2.9 Provider agrees to have medical Audit / bills audit on case to case basis as and when necessary with Vipul MedCorp audit team.
- 2.10 Provider agrees to display their status of preferred provider of Vipul MedCorp at their reception/ admission desks along with the display and other materials supplied by Vipul MedCorp whenever possible for the ease of Vipul MedCorp beneficiaries.
- 2.11 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

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 Vipul MedCorp. 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 Vipul MedCorp , Beneficiary may have only the Authority letter / Pre certification issued by Vipul MedCorp 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 Vipul MedCorp 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 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 Authorisation, subject** to the amount and mentioned required services in the authorization letter. Provider will ensure the identity of the beneficiary before imparting the services.

B) PLANNED ADMISSION

- 4.1 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 needs to be faxed to the 24 hr help desk at Vipul MedCorp 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 Vipul MedCorp would get in touch with treating physician /beneficiary if necessary.
- 4.2 Vipul MedCorp 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.
- 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, Vipul MedCorp can deny the guarantee of payment which shall be addressed to the Insured. The provider will have to follow their normal practice in such case.
- 4.4 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.
- 4.5 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.
- 4.6 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 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 Authorisation certificate normally mentions the amount which is requested at the time of request for hospitalisation or the total sum available. Therefore, in event of cost of treatment going above the guaranteed amount the provider may check the availability of further limit with Vipul MedCorp.
- 4.8 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.
- 4.9 In case the sum available is considerably less than the estimated treatment cost, Provider should follow their normal norms of deposit/ running bills etc. Vipul MedCorp upon receipt of the bills and document would release the guaranteed amount.
- 4.10 Once the Authorisation is issued, and the treatment started, Vipul MedCorp will not revoke or cancel the guarantee of payment. Vipul MedCorp can get in touch with the provider and decide on further course on mutual consent.

C) EMERGENCY ADMISSION

- 4.11 In case of a vehicular accident, if the victim was under influence of alcohol or inebriating drugs, if detected or suspected, Provider will inform the same to Vipul MedCorp.
- 4.12 In case of other emergencies the Provider should call up the help desk of Vipul MedCorp for guarantee of payment. Vipul MedCorp 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.
- 4.13 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 5 : Fee Schedule

- 5.1 Provider has to submit the fee schedule in the format designed by Vipul MedCorp **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 Vipul MedCorp agrees with treating consultant for any deviation.
- 5.3 Any revision in the fee schedule will be submitted to Vipul MedCorp at least 15-30 days prior to the effective date. Vipul MedCorp reserves the right to discontinue the contact after assessing the revised fee schedule.
- 5.4 In case Vipul MedCorp is not intimated regarding the revision, Vipul MedCorp will pay for the services only as per the agreed schedule of fees.
- 5.5 The Medical Provider agrees to give a _____ discount from the prevailing tariff on the final bill to Vipul MedCorp. Vipul MedCorp will pay the net amount to the Medical Provider after deduction of applicable discount.

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 Vipul MedCorp.
- 6.2 In case of patient requiring the discharge card/ reports he can be asked to take photocopies of the same at his 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 / Vipul MedCorp 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 Vipul MedCorp 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, TV, 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 Vipul MedCorp for immediate payment must contain the following.
 - Copy of beneficiary ID card with legible ID number.
 - 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.

Article 8 : Payment Terms & conditions

- 8.1 Vipul MedCorp agrees to pay all the eligible bills within 30 days of the receipt of bill at their head office address in Delhi or the nearest local office along with all the original relevant documents.
- 8.2 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.
- 8.3 Provider can instruct Vipul MedCorp to pay the amounts separately to its vendor's like pharmacies, diagnostic centres ICD-10 coding vendor etc.
- 8.4 Payment will be done by and at par payable cheque of Vipul MedCorp Banker.
- 8.5 Payment and bank deposition 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.
- 8.6 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 mutually agreed terms.

Article 9: Limitations of Liability and Indemnity

- 9.1 Vipul MedCorp will not interfere in the treatment and medical care provided to its beneficiaries. Vipul MedCorp will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- 9.2 Vipul MedCorp shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Provider.
- 9.3 In case Vipul MedCorp the TPA is unable to pay within 30 days of receipts of bills and relevant documents in original, Vipul MedCorp shall pay penal interest to the provider @12% per annum.
- 9.4 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 Vipul MedCorp.

Article 10 : Confidentiality

- 10.1 All the stakeholders undertakes to protect the secrecy of all the data of Vipul MedCorp beneficiary/s and trade or business secrets of Vipul MedCorp and shall not share the same with any unauthorised person for any reason whatsoever with or without any consideration.

Article 11 : Termination

Vipul MedCorp shall reserve the right to terminate the agreement by giving 30 days notice if- :

- 11.1 The Provider violates any of the terms and conditions of this agreement; or
- 11.2 Increase fee schedule within proper time frame.
- 11.3 Vipul MedCorp comes to know of wrong and fraudulent practices.
- 11.4 Vipul MedCorp observes cases of overstay and over provisioning without adequate explanation.
- 11.5 Provider can terminate the agreement after giving 30 days notice to Vipul MedCorp.

Article 12 : Non-Exclusivity

- 12.1 Vipul MedCorp 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 13: Other services of Vipul MedCorp

- 13.1 Provider is free to choose Vipul MedCorp 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 preview 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 Delhi 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.

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 _____

Vipul MedCorp Pvt. Ltd.:

Through _____ Sign _____

In presence of _____ Sign _____