

AGREEMENT BETWEEN TPA MEDICLAIM SERVICES (P)LTD & PROVIDER

This Agreement made at _____ w.e.f this _____ day of _____ 2008

BETWEEN

SAFEWAY MEDICLAIM SERVICES LTD, a company incorporated under the Companies Act,1956 and having its Registered office at 334,Nilgiri Apartments, Alakhnanda, New Delhi-110019,and Corporate Office at J-85,1st Floor, Kirti Nagar, New Delhi- 110015, herein after referred to as "SMS",which expression shall unless it be repugnant to the context or meaning thereof deem to mean and include its successors and assigns of the ONE PART.

AND

And having its Registered office (address) at _____

Hereinafter referred to as "PROVIDER" which expression shall unless it be repugnant to the context or meaning thereof is deemed to mean and include its successors and assigns of the OTHER PART.

DEFINITIONS

Medical Benefits means inpatient hospitalization relating to the ailments as pert the Medclaim or Medclaim Package

Member Organization (S) Person (S)/organization/Insurance Company's enrolled with SMS for whom SMS is providing assistance, advise and administrative services.

Member (S) Employee (S) /individuals of the Member Organization (S) and his /her dependant (S) who are eligible to the benefits of the Medclaim policy formulated by insurance Companies and administered by SMS for the Member Organization (S) Including Member Organization (S) who do not opt for Medclaim insurance and instead run self_financing scheme for their Members.

Dependants shall mean the spouse, unmarried children and dependant parents for whom separate ID cards have been issued

Pre – Authorization shall mean the prior written approval of SMS for admitting the Member (S) for extending credit treatment as per the stipulated norms by SMS in the said Pre-Authorization Hospital Shall obtain Pre – Authorization from SMS within 24 hours of hospitalization of a Members patients for all emergency cases.

Pre-existing ailment or condition of health shall be one where such disease has been in existence at prior to taking the Medclaim Policy by the Member Pre-existing condition also means any sickness or its symptoms, which existed prior to taking the Medclaim Policy by the Member. Whether or not the Member had knowledge about the symptoms relating to the sickness.

Provider Authorized Signatory
(Office Seal)

SMSPL's Authorized Signatory
(Office Seal)

Complications arising from Pre-existing ailment or condition will be considered part of that pre-existing condition, unless other wise waived by the insurer or the Member Organization.

Mediclaim Policy or Mediclaim Package shall mean a policy issued by the insurer (S)
Insurer (S) shall mean any one of the Government of India Owned non life insurance companies
And any of the private insurance companies, who have been so licensed by IRDA.
Self-financing Schemes shall mean a Scheme formulated specifically for a Member Organization
for the benefit of its Members.

IRDA shall mean Insurance Development and Regulatory Authority.

Party or Parties shall mean SMS or the Provider or both, as the context requires.

Whereas SMS is engaged in the business of providing services as a Third Party Administrators (TPA)
and interalia providing assistance, advise and administration for various healthcare benefits, programs
and packages developed or formulated by Insurance Companies or Member Organizations for
Members.

AND WHEREAS SMS has approached and Provider to extend Medical Benefits and treatment to the
Member (S) covered under Mediclaim Policy or the self Financing Scheme and the Provider has
agreed for the same on the terms and conditions hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH THAT

01 Period

This Agreement shall be in force for a period of **Three years** w.e.f. Date of signing and shall
Stand renewed further identical period on the same terms and conditions unless
the agreement is terminated prior to its expiry by either party.

.02 Extent of Coverage

The Provider shall extend only in patient hospitalization to the Members under this
Agreement and outpatient treatment in specifically recommended cases by SMS.

03 Procedure

The procedure involved in the operation of the said package is as detailed in Annexure I
hereto, which procedure shall be strictly adhered to by the Parties herein

1. Obligations of the Provider

- A) The Provider shall ensure that the Members are admitted and treated in their hospital on a priority
basis, Priority basis in this context means making available to the member, services like spot
admission/treatment, beds on an urgent basis and the like. In case there is no accommodation
either in the ward or in the operating theatre, the Provider shall make all attempts through its
good offices to accommodate and admit the Member to other hospital / nursing home, subject to
concurrence from the concerned Member. However, SMS shall not be liable to entertain the
claims on this account if it is not intimated about the cross referral admission within 24 hours
thereof and it does not accord its approval to the Provider for the same, Provided that if the cross
referral is made by the Provider to another Provider Hospital no approval is required from SMS
and only intimation of the cross referral needs to be made by the Provider to SMS.
- B) The Provider shall ensure that best and timely medical treatment/medical facility is
extended to the Member (S) and provide best of services to them at all times.
- C) The details of Tariffs for various procedures and treatment at the hospital as attached to this
a agreement shall be the final tariff rate as agreed between the Parties and shall be firm
during the tenure of this agreement. Both parties may However modify the same with prior
consultations with each other and sign the revised tariffs, duly, after which such tariff shall
be applicable.

Provider's Authorized Signatory
(Office Seal)

SMSPL's Authorized Signatory
(Office Seal)

- D) This is mandatory for the Provider to maintain and adhere to the standards and quality of medical services prescribed by SMS. The Provider represents that it has all the prescribed standards and shall maintain the same throughout.
- E) SMS medical officers shall have a right to visit the Provider to check quality standards, review and discuss treatment provided to the Members. During such visits and inquiries, the Provider shall give full Co-operation to the SMS officials including access to the patients medical and billing records and make available the information requested about the patient for the purposes of their investigation/inspection promptly and without delay.
- F) The provider shall arrange to obtain medicines, injections, and disposable as prescribed by the provider from authorized chemists, druggists.
- G) The Provider shall take note the medical benefits excluded from the preview of this Agreement more fully described in Annexure II (a & b) hereto. Any benefit extended by the Provider, which falls within the items excluded and per Annexure II (a & b) shall be the liability of the Provider only.
- H) The Provider shall keep the Member (s) only for the required number of days of treatment and carry out only the required investigations for the particular ailment of disease for which the Member has been admitted/checked. SMS shall have the fullest liberty to exercise its discretion to reject bills containing any untoward item that as per SMS was unwarranted on the part of the Provider.
- I) The Provider agrees not to take any cash deposit of any kind from Member(s) who is/are to be given treatment by the Provider and shall strictly adhere to the understanding which SMS on this regard.
- J) The Provider shall be obligated to submit the claims to SMS at the address notified in this Agreement within seven days from the date of discharge, in a duly completed manner, The Provider understands that SMS has no obligation to process claims, until such time the claim is validly lodged with SMS.
- K) The Provider shall strictly adhere to the agreed "Operation Procedure" contained in "Annexure I" hereto and be bound by the same.
- L) The Provider agrees to have computerized hospital information systems in place and operational within a period of three month in such and manner that it will be able to communicate with SMS computer systems electronically. Further the Provider agree to provide SMS with all the information required, electronically.
- M) The Provider shall equip itself with qualified and experienced Doctors, Medical and Paramedical Staff, Nurses, etc. and also all other infrastructure essential to maintain the desired quality and standard of medication at all times.
- N) The Provider fully understands that SMS is only administrator of the Medclaim Policy and or a Self-Funded Scheme. The provider is also aware that SMS is only the facilitator for ensuring that the value of the Medical Benefits provided by the Provider are paid by the Insurer or the Member Organization and that SMS shall not be held responsible to pay the amounts due under any circumstance. SMS shall however facilitate the payout, in a prompt manner.

05 Obligation of SMS

- a) SMS shall facilitate the settlement of all bills raised by the Provider either direct by the Member Organization or the Insurers as the case may be, within 30 days after the submission of the bills to SMS in a complete form with all the documents in original along with the claim form. In the event the Provider submits the claim in an incomplete form ,SMS shall communicate the deficiencies to the Provider. The thirty –day period shall commence from the date of submission of the claims document in complete form

Provider's Authorized Signatory
(Office Seal)

SMSPL's Authorized Signatory
(Office Seal)

- b] SMS shall intimate the Provider regarding modification of the term of Mediciam Policy or the Self Funded Scheme and also regarding new packages administers by it for Member (s) and provide sufficient notice the Provider in case any Agreement with any Member Organization (s) and SMS has been terminated.

06 Exclusions and Disallowance

- a) Pre-existing conditions of health relating to a Member Shall be specified in the Annexure II (A & B), hereto and verified by the Provider at the time of admission of the Member through first admission report(initial intimation letter), Since the Pre- existing diseases/ailments/injuries will not be generally covered under the Mediciam Policy as Mentioned in the Annexure II (A & B),the Provider shall recover the cost /bill relating to the above from the Member directly with exception that, Member(s) may be allowed concession /discount in the billing ,In other cases ,the Provider will determine the Pre-existing condition/ailments prior to giving treatment and act suitably.
- b) Any benefits outside the terms of this Agreement and those specifically excluded from coverage herein shall be disallowed by SMS.
The Provider shall ensure that payment towards treatment given from ailments, which are covered under (a) and (b) above is not billed to SMS.
- C) All disallowed claims or portion of disallowed claim shall be borne by the Provider only.
- D) All amounts in excess of the limits of each member shall be recovered by the Provider directly from the Member and SMS shall not be responsible for the same.

7 Display and Advertisement.

The Provider shall have no objection to SMS using its name as a preferred Provider .The Provider may display a signboard Stating “Safeway Mediciam Services (P) Ltd. Accredited Participating Provider Hospital” But no other signage indicating any association with group companies ‘ entities of SMS shall be displayed.

8 Limitations of Liability and indemnity

a) The Provider shall obtain adequate professional liability insurance cover for its doctors and maintain the same through out the period of his Agreement and for the renewed period thereof. SMS shall not be liable or responsible for any acts, omission or commission of the doctors and other medical/non medical staff of the Provider as well as other hospitals to which cross referrals are made by the Provider .If any claim, demand or dispute is raised or instituted by the Member Organization (S), Member (S) or thirty party against SMS for any damage of loss arising out of such acts, omission or commission stated above, the Provider shall indemnify SMS against such claims, demand or actions and hold SMS harmless in every respect.

b) The Provider shall be solely responsible for desired quality and standard of treatment to the Member (s) and SMS shall not liable to any person on this account. The provider shall always ensure that the cross referrals of patients made by it shall be to a hospital that fulfils the specific quality standards of SMS.

9 General

- a] It is understood between the parties that SMS is only evolving and administering the medical package for the member organization (s) and primary obligation to pay the provider shall rest only with the Insurer or the Member Organization in case or Self Funded Schemes as the case may be, SMS shall facilitate the same.
- b] The medical outcomes shall be reviewed by SMS on a periodic basis.
- c] Any deviations from/modification of this Agreement by the Parties shall be effected with the written consent of both the parties.

Provider’s Authorized Signatory

SMSPL Authorized Signatory

10 Termination

- a] SMS shall have a right to terminate this Agreement with a prior notice of three months. SMS shall however ensure that the payment due in respect of medical treatment already provided shall be made as soon as the funds are received from the insurer or the member organization.
- b] The Provider shall have the right to terminate the Agreement with SMS with prior notice of three months. However in such instances the Provider shall ensure,that all admitted patients under going treatment at the time of termination are treated completely and discharged, in case of termination of the Agreement by SMS stated as in clause (a) above the member undergoing treatment at the Provider hospital shall be transferred immediately by the Provider to any other Provider or hospital recommended by the SMS .
- c] The provider shall not be obliged to provide cashless hospitalization to the members during the period of notice.

11 Discount

A discount of _____% on Inpatient services,_____ and _____% to be extended on all the packages except the _____ to the Members by the Provider. (Please enclose separate if required with the details on discount).

12 Assignment

The Provider shall not transfer or assign any of its rights and duties under this Agreement to anybody without the consent in writing of SMS

13 Non- Exclusivity.

SMS Reserves the right to enlist other Provider as part of its Provider networking throughout India and the Provider shall have no objection for the same.

14 Extension of Scope

This Agreement shall extend not only to the existing Medclaim Policy but also to future Medclaim Policies to be issued by the Insurer as well as to the Self Funded Schemes of Member Organizations Jurisdiction.

The Courts in New Delhi City only shall have the Jurisdiction to try any disputes or difference arising between the parties out of this Agreement.

Both parties agree that upon signing of this Agreement, the only document binding between them shall be this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this on the day, month and year first hereinabove written in the presence of :

WITNESSES:

1.

2.

For PROVIDER

For SAFEWAY MEDICLAIM SERVICES (P) Ltd

Name :

Name :

Designation :

Designation :

Date :

Date :

Place :

Place :

Provider's Authorized Signatory

SMSPL's Authorized Signatory

(office Seal)

(office Seal)

ANNEXURE - I

OPERATION PROCEDURE:

1. SMS shall provide to each Member an ID card (along with guidebook), which will bear the following
 - A] Name, date of birth, recent photograph of the member
 - B] Name of the Member Organization/Insurer.
2. Except in emergency, Provider shall extend hospital in- patient services to a Member only after the Provider has received Authorization Letter from SMS in advance of admission of the Member Services, which have not been so approved or authorized shall be the sole financial responsibility of the Provider.
3. The Provider shall admit the Member into the hospital only after due verification of the Member's eligibility by obtaining Authorization Letter from SMS and give the Member appropriate treatment for authorized services only.
4. In case the Provider finds any tampering, false or incorrect information or anything to that effect in the ID card of any Member, the Provider shall immediately inform SMS on which SMS shall take necessary steps and instruct the Provider with regard to the eligibility of the Member.
5. The Provider shall not admit or treat any Member if the Member falls under the general exclusions specified in the Annexure – II hereto.
6. The Provider shall furnish Admission Request Note (initial intimation letter) containing detailed medical history and the Diagnostic details of the ailments to SMS within 24 hours, in Prescribed format as Per Annexure A.
Along with the Admission Request Note, the Provider shall check with SMS for discrepancy in the declaration given by a member or if there is any suspicion about such declaration and SMS to verify the details with its records on the member and communicate back to the Provider, upon which alone the Provider shall accept or reject extending any benefits to the member. In case of emergency admission the admission request Note to be forwarded within 24 hours of admission.
7. The format of authorisation letter, Additional information and denial format are as per Annexure B,C,D.
8. Denial of authorisation in cashless does not imply denial of treatment and does not in any Way prevent insured from seeking necessary medical attention or hospitalisation.
9. The Provider shall strictly follow the conditions mentioned in the admission protocols and the Pre- authorization letter, which state the benefits and eligibility criteria for the member while providing any service.
10. All cross referrals shall be made by the provider as per clause 4 (a) of the agreement and on proper written justification to SMS for the referral.
11. The Provider shall submit/ send to SMS the original discharge summary with Annexure stated below no claim shall be entertained after 30 days from the date of discharge of the member.
The documents to be annexed to the discharge summary are: -
 - A] Original bills (consolidated & Break up) signed by main member/patient.
 - B] Photo copy (Xerox Copy) of member ID card
 - C] Doctors Prescription for all medicines supplied by the Provider.
 - D] Diagnostic / investigation reports

existing.

- 4.4 Injury / disease directly or indirectly caused by or arising from or attributable to invasion, Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident vaccination or inoculation or change of life or cosmetic
Provider's Authorized Signatory Provider's Authorized Signatory

or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as apart of any illness.

- 4.5 Cost of spectacles and contract lenses, hearing aids.
4.6 Dental treatment or surgery of any kind unless requiring hospitalization.
4.7 Convalescence, general debility, run-down condition or rest cure, Congenital external disease or defects or anomalies, Sterility, Venereal Disease, Intentional self injury and use of intoxication drugs / alcohol.
4.8 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB- III) Or Lymphadinopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
4.9 Charges incurred at Hospital or Nursing Home primarily for diagnosis x-ray or Laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of positive existence of presence of any ailment, sickness or injury for which confinement is required at a Hospital / Nursing Home.
4.10 Expenses on vitamins and tonic unless forming part of treatment for injury or disease as certified by the attending physician
4.11.1 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapon / materials
4.11 Treatment arising from or traceable to pregnancy (including voluntary termination of pregnancy) and child birth , including caesarian section)
4.12 Naturopathy Treatment

ANNEXURE – II (B)

LIST OF NON- MEDICAL ITEMS NOT COVERED UNDER THE INSURANCE SCHEME

1. Registration / Admission Charges
2. Ambulance charge
3. Attendant Pass
4. Extra Bed for Attendant
5. Bed retaining charges
6. Expenses on luxury items like Radio/T.V/AC/Laundry/Telephone
7. Expenses on vitamins, tonics, if not related to treatment
8. Sanitary items
9. Special duty nursing fee
10. Food and Beverages for Attendant
11. Xerox/ Certifying charges
12. Vaccination / Nutrition and Dietetics
13. Expenses on spectacles / hearing aids

Provider's Authorized Signatory

Safeway Mediclaim Services (P) Ltd. Authorized Signatory

(Office Seal)

(SMSPL's Office Seal)