



Health India TPA Services Pvt. Ltd.

(T.P.A License No. 022)

Anand Commercial Co. Compound, 103 - B, L.B.S. Marg, Gandhi Nagar, Vikhroli (W), Mumbai - 400 083
Tel :-022 6686 7575 (80 Lines) Fax:-022 4247 1911/ 1957 * Email - provider@healthindiatpa.com * Website : www.healthindiatpa.com

SERVICE AGREEMENT

This Service Agreement made at Kamothe on dated 06/09/2014 between **HEALTH INDIA TPA SERVICES PVT. LTD.** a company duly registered under The Companies Act, 1956, located at Commercial Union House, 2nd floor, Wallace Street, Fort, Mumbai-400001, hereinafter referred to as '**HEALTH INDIA**' (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees) and MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE (Hospital / Nursing Home / Day-Care Centre) hereinafter referred to as '**Provider**' (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors or assignees).

WHEREAS, **HEALTH INDIA** is a **Third Party Administrator (TPA)** providing Healthcare related services to its beneficiaries and clients and for this purpose **HEALTH INDIA** has created a network of service providers.

Health India TPA Services Private Limited agrees to provide the necessary medical services on the terms and conditions, hereinafter appearing:

It is now agreed by and between the parties as follows:

IDENTIFICATION

1. For the purpose of identification **HEALTH INDIA** shall provide each beneficiary with an Identity Card bearing his/ her recent photograph, name and date of birth or an Identity Card without photograph but bearing beneficiary's signature. The beneficiary will produce this card at the time of admission for the purpose of identification.

PROCEDURE FOR ADMISSION

2. Request for hospitalization should be made by the beneficiary / provider / consultant as per the admission format specimen provided (Hospitalization Request Letter). On receipt of such request and after due scrutiny, **HEALTH INDIA** will issue a **Payment Guarantee Letter (PGL)** specifying beneficiary's entitlement of benefits. The **PGL** will be either faxed to the Provider or hand delivered by the beneficiary and produced at the time of admission.

The Provider will not provide cashless benefit to any HEALTH INDIA beneficiary without PGL.

3. The purpose of hospitalization and the monetary limit of expenses that could be incurred will be indicated on the Payment Guarantee Letter. In the event of anticipated expenditure exceeding the specified limit the Provider will inform **HEALTH INDIA** in advance and seek authorization for incurring additional expenses. In the event that **HEALTH INDIA** declines and / or fails to inform



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- the Provider, the Provider may incur such additional expenses on its own account and recover the same, directly from the beneficiary.
4. If the expenses incurred are over and above the amount guaranteed by **HEALTH INDIA** in the **Payment Guarantee Letter**, the Provider will recover the same directly from the beneficiary / patient.
 5. Expenses incurred by the beneficiary for non-medical items such as Special attendant charges, telephone, snacks, food and beverages etc. must be directly collected from the beneficiary. **HEALTH INDIA** will not be responsible for making payments for items mentioned above.
 6. The Provider will arrange to supply all medicines; injections, surgical materials and disposable items required for treatment of the beneficiary and include them in the final bill stating cost of each item. In case the provider does not have the facility to provide such items the provider shall arrange to obtain such items from outside (submit pharmacy / medical store bill). For procuring such items the provider shall issue proper prescriptions on its letterhead mentioning the date, name and ID number of the beneficiary.
 7. In case the Provider does not have facility to carry out some of the diagnostic tests required for treatment of the beneficiary, the Provider shall arrange to carry out these tests at other Diagnostic Centers and include the charges of such tests in the Final Bill, mentioning cost of each test. Requisition for such test should be made on hospital letterhead mentioning the date, name and ID number of the beneficiary (Diagnostic centers bill should be attached).
 8. After the beneficiary is discharged from the Hospital, the Provider shall submit the following documents to **HEALTH INDIA** within 7 working days:
 - Final bill: It should mention details of charges payable for necessary medical services provided and also the units of each service as per the latest submitted & approved tariff. It should not include charges such as that of telephone, snacks, beverages, barber etc, which are not covered in the Insurance policy. **The beneficiaries' signatures should authenticate the bills.**
 - Original copies of investigation reports / prescriptions, pharmacy bills (along with original bills if done from outside).
 - Original discharge card summarising symptoms with their duration, clinical findings, investigations, overall treatment, diagnosis and follow-up treatment,
 - Claim form duly signed by the patient.
 - Any other documentary evidences statutorily required under the law.

PAYMENTS

9. All payments in respect of the Final bills will be made by **HEALTH INDIA** directly to the Provider within a period of 30 days from the date of receipt of the Final bill, along with all relevant documents mentioned in clause 8 of this Service Agreement.

GENERAL



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Medical Superintendent 4/9



10. The Provider shall furnish to **HEALTH INDIA** the Detailed Schedule of charges for various services. The Provider will charge **HEALTH INDIA** beneficiaries on such rates that have been agreed upon. The Provider cannot change the rates without approval from **HEALTH INDIA**.
11. The Provider would ensure that the bills are in no way exaggerated. The Provider would ensure that there is no malpractice or fraud by itself, its doctors or by its staff.
12. **HEALTH INDIA's** authorised representative / Doctor are entitled to visit and verify the record books of the Provider as and when necessary. The Provider agrees to extend necessary co-operation during such visits.
13. The Provider will have no objection for using its name, and other relevant material in advertisement, promotional literature, brochure, website etc. sponsored by **HEALTH INDIA**.
14. The **HEALTH INDIA** beneficiary will be provided medical treatment by the panel of consultants attached to the provider hospital according to the practice parameters and clinical protocols established by the provider.
15. **HEALTH INDIA** will not interfere in the treatment and medical care provided to its beneficiaries. **HEALTH INDIA** will not be in any way held responsible for the outcome of treatment or quality of care provided by the Provider.
16. The Provider shall alone be liable to pay any costs, damages and/or compensation demanded by the beneficiaries for poor, wrong or bad quality of the test reports or treatment given to the beneficiary by the Provider while executing the assignment of **HEALTH INDIA**.
17. The Provider undertakes to protect the secrecy of all data of **HEALTH INDIA** beneficiary/s and trade or business secrets of **HEALTH INDIA**, and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration.
18. This Agreement shall come into force with effect from the MOU Signed date and remain in force for a period of **Three years** until terminated by either party by giving to the other not less than two months prior written notice.
19. The schedule of charges submitted by the hospital will be applicable for a period of **two years**, with effect from the date of MOU Signed and any changes henceforth has to be on terms and conditions agreed between both the parties.
20. The Bill must be as per the agreed schedule of charges. Any higher amount will be deducted from the bill.
21. In the event of termination of the Agreement **HEALTH INDIA** will be responsible for payment of bills of **HEALTH INDIA** authorized beneficiaries admitted prior to the date of termination of this Agreement.



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Medical Superintendent





Medical Superintendent
M.G.M. Hospital, Kamothé

HEALTH INDIA's Copy

22. I) Provider hereby ~~give 15% discount~~ ^{0% kaalace} on the total bill excluding medicines & consumables to HEALTH INDIA beneficiary. II) 17% as early payment discount (early payment discount will be valid if Health India pay the settled amount within 15 working days from the date of receipt of the final bill, along with all relevant documents mentioned in clause 8 of this service agreement).
23. Any disputes, claims arising out of this agreement are subject to arbitration and jurisdiction of Mumbai Courts.
24. Any amendments in the clauses of this Service 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 MGM MEDICAL COLLEGE & HOSPITAL, KAMOTHE

Through Dr/ Shri./ Smt. Dr. K.R. Salgotra

Sign kaalace

Date: 6/9/14

Medical Superintendent
M.G.M. Hospital, Kamothé



For

HEALTH INDIA TPA Services Pvt. Ltd.

Through Dr/ Shri./ Smt. Sabhajit Singh

Sign [Signature]

Date: 23/02/2015

