

தமிழ்நாடு தமில்நாடு TAMILNADU



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27-2-18

BN 638321
R. RAGUPATHI

STAMP VENDOR, LING. C3/4839/83
No. 37, VILLAGE ROAD, NOW KNOWN AS
No. 79/91, VALLUVAR KOTTAM HIGH ROAD,
NUNGAMBAKKAM, CHENNAI-600 084
MOBILE: 9445114347

MEMORANDUM OF UNDERSTANDING

Hospital Code: Hos-85952

This Agreement made Chennai this 2nd Aug 2019

BETWEEN

STAR HEALTH AND ALLIED INSURANCE COMPANY LTD., a Company incorporated under the Companies Act 1956 and having its Registered & corporate office at no 1 New Tank Street, Nungambakkam, Chennai-600 034, hereinafter referred to as {Star Health} 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

MGM Medical College Hospital and having its Registered office **Plot No: 1 & 2, Sector-1, Near Mumbai - Pune Express Highway, Kamothé, Navi Mumbai-410209, Maharashtra** 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, Star Health is an insurance company Licensed under IRDA to transact health, Accident and Overseas Medical Insurance, providing Healthcare Insurance coverage to its Clients (hereinafter referred to as "the Beneficiary") and for these purposes Star Health has created a network of service providers.

for Star Health and Allied Insurance Co. Ltd

[Signature]
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[Signature]
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WHEREAS

1. Provider means a hospital or nursing home or day care center (herein after referred as "Provider") duly recognized and authorized by appropriate authorities to impart health care services to the public at large.
2. Insurer is registered with Insurance Regulatory and Development Authority to conduct insurance business including health insurance business.
3. Provider has expressed its desire to join Insurer's network of Providers and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under Health Insurance Policies on terms and conditions herein agreed.
4. Insurer has on the basis of desire expressed by the Provider and on its representation agreed to empanel the Provider as empanelled provider/network provider for rendering complete health services.

DEFINITION

- A. Health Services shall mean all services necessary or required to be rendered by the Institution under an agreement with an insurer in connection with "health insurance business" or "health cover" as defined in regulation 2(f) of the IRDA (Registration of Indian Insurance Companies) Regulations, 2000 but does not include the business of an insurer and or an insurance intermediary or an insurance agent.
- B. Beneficiaries shall mean the person/s that are covered under the health insurance policy issued by the [insurance company].
- C. Confidential Information includes all information (whether proprietary or not and whether or not marked as 'Confidential') pertaining to the business of the Company or any of its subsidiaries, affiliates, employees, Companies, consultants or business associates to which the Institution or its employees have access to, in any manner whatsoever.
- D. Smart Card/identification card shall mean Identification Card for health insurance policy issued by the Insurer or by its representative TPA.

Now this agreement witnessed 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. This agreement shall be in force until otherwise terminated as provided for in this MOU.

Article 2: General Provision


- 2.1.1 The Provider shall treat Star Health beneficiaries in a courteous manner and according to good business practices.

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- 2.1.2 The Provider will extend priority admission facilities to the beneficiaries, whenever possible.
- 2.1.3 The provider will have his facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the agreement.
- 2.1.4 Provider shall ensure that the best medical treatment/ facility is extended to the beneficiary.
- 2.1.5 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.
- 2.1.6 Provider shall allow Star Health official to visit the beneficiary and also to check the indoor papers/treatment being given to the beneficiary. Star Health shall not interfere with the medical treatment of the patient. However the medical team of Star Health reserves the right to discuss the treatment plan with the treating doctor. Access to billing and medical records and indoor papers will be allowed to Star Health as and when necessary or asked for with prior appointment.
- 2.1.7 Provider agrees to display their status of preferred provider of Star health at their reception/admission desks along with the display and other materials supplied by Star Health whenever possible for the ease of Star Health beneficiaries.
- 2.1.8 Star Health also reserves right to inspect the premises of your hospital at any point of time without any prior intimation, for obtaining relevant information or to view the facilities available for the treatment of the beneficiary.


Article 3: Identification of Beneficiaries

- 3.1.1 The beneficiaries will be identified by the provider on the basis of an ID card issued to them bearing the logo and the wordings of Star Health. The ID card shall have photograph or signature or thumb impression of the beneficiary. In certain cases of large corporate where ID cards are not issued by Star health, Beneficiary may have only the Authority letter/Pre certification issued by Star health along with the employee ID of the corporate.
- 3.1.2 For the ease of the beneficiary, the provider shall display the recognition and promotional material, network status, and procedures for admission supplied by Star Health at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments. A provider also needs to inform their reception and admission facilities regarding the procedures of admission and obtaining Preauthorization as per the article 4
- 3.1.3 It is desirable 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

4.1. Planned Admission

Request for hospitalization on behalf of the beneficiary may be made by the hospital provider/consultant attached to the provider as per the prescribed format. The preauthorization for Star Health and Allied Insurance Co.Ltd


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form would need to give the beneficiary's proposed admission along with the necessary medical details and the treatment planned to be administered and the breakup of the estimated cost.

Authorization certificate will mention the amount guaranteed, class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan of the insured. Provider must take care to ensure admission accordingly.

4.2 Emergency admission

- 4.2.1 The Parties agree that the Provider shall admit the Beneficiary (ies) upon the production of the ID card issued by Star Health and shall ensure that no Beneficiary is required to make advance deposits of any amount as a precondition or condition of admission, when the Beneficiary is carrying a valid ID card issued by Star health.
- 4.2.2 In case of vehicular accident, if the victim was under the influence of alcohol or inebriating drugs, if detected or suspected, since the insurance benefit is not available, the provider shall treat the admission as per their normal practice and not under cashless or being entitled to indemnity from insurer.
- 4.2.3 In case of other emergencies, Provider upon deciding to admit the Beneficiary should inform/ intimate over phone immediately to the 24 hours Star Care Center helpdesk or the local/ nearest Star health office.
- 4.2.4 Star Health agrees and undertakes to have their medical team to get in touch within 8 hours of the provider telephonic intimation and issue the authorization for admission under cashless.
- 4.2.5 Immediately but not later than a period of 12 hours from the time of admission a preauthorization form is forwarded which would give the details like present illness/past history, diagnosis, and estimated cost of treatment along with first prescription collected from patient.
- 4.2.6 On receipt of the preauthorization form for the beneficiary giving the details of the ailments for admission and the estimated treatment cost which is to be forwarded within 12 hours of admission, Star Health undertakes to issue the confirmation letter for the admissible amount within 12 hours of the receipt of the preauthorization form.
- 4.2.7 In case the ailment is not covered or given medical data is not sufficient for the medical team to confirm the eligibility, Star Health can deny the guarantee of payment which shall be addressed to the Insured under copy to the Provider. The provider will have to follow their normal practice in such case.
- 4.2.8 Denial of Authorization/ guarantee of payment in no way mean denial of treatment. The provider is requested to deal with each case as per their normal rules and regulations
- 4.2.9 Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan of the insured. Provider must take care to ensure compliance.

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- 4.2.10 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 items like Telephone usage, TV, relatives' food, hospital registration fees, documentation fees etc. and such of the non-covered items as prescribed by the IRDA guidelines under "List of expenses generally excluded ("non-medical") 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.
- 4.2.11 In case the sum available is considerably less than the estimated treatment cost, Provider should follow their normal norms of deposit/ running bills etc., to ensure that they realize any excess sum payable by the beneficiaries not provided for by indemnity. Star Health upon receipt of the bills and document would release the guaranteed amount.

Article 5: Fee Schedule

- 5.1.1 Provider has submitted the fee schedule in the format, which shall be the basis for the treatment cost of various procedures and forming part of the MOU as given in the Annexure. The preauthorization form and billing will be made only on the stated accepted Tariff.
- 5.1.2 Provider has agreed to the continuation of the agreed tariff for a minimum period of Three years from the date of signing of the agreement considering that Star Health is the Stand-alone Health Insurer.
- 5.1.3 Any revision in the fee schedule will be submitted to Star health at least 30 days prior to the effective date. Star health reserves the right to discontinue the contract if dissatisfied with the revised tariff not agreed for.

Article 6: Check list for the provider at the time of Patient Discharge.

- 6.1 Original discharge summary, 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 Star Health.
- 6.2 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.
- 6.3 Signature of the patient / beneficiary on final hospital bill must be obtained.
- 6.4 Claim form of the Insurance Company must be presented to the beneficiary for signing and identity of the patient/ beneficiary again confirmed.

Article 7; Billing Procedure

- 7.1 Intimation of the impending discharge of the beneficiary need to be advised before the discharge of the patient to enable the Star Health medical team to be present at the discharge to assist the beneficiary. The Final bill would need to be made available to Star Health along with the discharge summary at the time of discharge of the patient.
- 7.2 The Final Bill has to be prepared by the Hospital as per the "Standard Format for Provider Bills" contained in Schedule IV of Insurance Regulatory and Development Authority (Health Insurance) Regulations, 2013 (attached) and made available to Star Health along with the discharge summary,

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Indoor case papers, Investigation reports and other documents mentioned in the authorization letter at the time of discharge of the patient. Hospital should note that

- i. Original discharge summary, original investigation reports, original prescription and pharmacy receipts 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 Star Health.
 - ii. In case of patient requiring the discharge summary / reports, he can be asked to take photocopies of the same at his own expense.
 - iii. The Discharge card / summary must mention the duration of ailment and duration of other disorders, if any, like Hypertension or Diabetes (operative notes in case of surgeries). The clinical detail furnished in the Discharge Summary should be sufficiently informative including the procedure.
 - iv. Signature of the patient / insured must be obtained on final hospital bill, including doctor daily visit charges, surgical fees, etc.
 - v. Claim form of the Insurance Company must be presented to the beneficiary for signing and identity of the patient / insured again confirmed.
 - vi. Copy of the beneficiary ID card issued by Star Health with the ID number legible must be obtained from the insured and must accompany the final bill.
- 7.3 The bills must be as per the agreed schedule of fees and any higher amounts charged shall be deducted. Any non-covered treatment/ Investigation cost must be recovered from the beneficiary.
- 7.4 The final docket for onward submission to Star Health for immediate payment must contain the following:
- Copy of beneficiary ID card with legible ID number.
 - Copy of the first prescription collected from the beneficiary.
 - Copy of preauthorization letter, beneficiary acceptance letter and duly signed claim form.
 - Original final bill with detailed break up of miscellaneous, consumables & other charges.
 - Original and complete discharge card/ summary mentioning the 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 documents that may be required by Star Health in connection with the Claim

Article 8: Payment Terms and conditions

- 8.1 Star Health agrees to pay all the eligible bills within 15 days of the receipt at their head office address in Chennai along with all the original relevant documents.

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- 8.2 In case certain billed items are not correlated with corresponding report, due intimation for the items not correlated would be given within seven days of the receipt the bill. The provider shall provide the requisite reports within seven days thereof and the bill shall be settled accordingly. In case, there is no response for the correlating report the amount not correlated would be deducted from the final bill and no further papers thereafter shall be entertained. Payments will be done by and at par payable cheque of Star Health.
- 8.3 Payments to the providers can be made by Star Health by electronic funds transfer based on relevant details submitted by the Provider or by cheque/draft, as may be agreed upon by both the parties; all the payments are subject to deduction of tax at source as per applicable laws and shall be reconciled periodically by both the parties.
- 8.4 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.

Article 9: Limitations of liability and indemnity

- 9.1 Star Health will not interfere in the treatment and medical care provided to its beneficiaries. Star Health will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- 9.2 Star health shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Provider.
- 9.3 Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
- 9.4 In case Star Health is unable to pay within 30 days of receipts of bills and relevant documents in original, Star health shall pay interest to the provider @ prevailing interest rates

Article 10: Confidentiality

- 10.1 All the stakeholders undertake to protect the secrecy of all the data of Star Health beneficiary/ies and trade or business secrets of Star Health and shall not share the same with any unauthorized person for any reason whatsoever within or without any consideration.

Article 11: Termination

Star Health shall reserve the right to terminate and/or to modify 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 The Provider increases fee schedule without prior information to STAR HEALTH.

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- 11.3 Star Health comes to notice of any fraud, misrepresentation, inadequacy of service or other non-compliance or default on the part of the Provider, on the basis of information ascertained by and/or available with the Company at any point of time..
- 11.4 Star Health observes cases of overstay and over provisioning without adequate explanation.
- 11.5 Provider can terminate the agreement after giving 30 days notice to Star Health.

Article 12: Discount

- 12.1A discount of 0 % on Inpatient services, 0 % on outpatient service and 0 % to be extended on all the packages, except — to the Members by the provider.

Article 13: Non-exclusivity

- 13.1 Star health reserves the right to appoint other provider/s for implementing the packages envisaged herein and provider shall have no objection for the same and vice-versa.

Article 14: Jurisdiction

- 14.1 Any dispute, claim arising out of this Agreement are subject to arbitration and jurisdiction of Chennai courts only.
- 14.2 Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.

Article 15: Others

- 15.1.1 Subject to the terms and conditions of the Health Insurance coverage, the Company reserves the right to deny any claim made by the hospital on behalf of the Insured.
- 15.2 The Provider shall ensure that the proposed treatment and the costs claimed against each treatment is reasonable, appropriate and within the defined code of conduct under medical terminology.

Annexures to the Memorandum of Understanding:

- 1 Pre-Authorization Request Form
- 2 Claim Form
- 3 Guidelines, Summary & Detailed billing Form along with IRDA coding details
- 4 IRDA Guidelines :
 - 4.1. List of Expenses Generally excluded ("Non-Medical")
 - 4.2. Procedure for Cashless Facility
 - 4.3. Standard contents and guidelines for preparing discharge summary
 - 4.4. Procedure for de-empament

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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 within named:

Provider: MGM Medical College Hospital

Hospital code: Hos-85952

Through Sri/ Smt. Swathi Madhavi Sign [Signature]

In presence of Sri/ Smt. K.R. Sathya Sign [Signature]

**Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE**



Star Health and Allied Insurance company Ltd:

Through : Dr. Madhumathi Ramakrishnan (AVP)

Sign : for **Star Health and Allied Insurance Co.Ltd.,**

[Signature]

Authorised Signatory

In presence of : Dr.J. Dhandayuthapani (AGM)

Sign: for **Star Health and Allied Insurance Co.Ltd.,**

[Signature]
Authorised Signatory

