

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ERICSON INSURANCE TPA PVT LTD.**

**AND**

This MOU made and executed at Mumbai on this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_

Company duly registered under The Companies Act, 1956, which has its Registered Office at 308, 3<sup>rd</sup> floor, Swastik Chambers, Swastik Park, Chembur, Mumbai-400071 & Corporate Office at 11-C, 2nd Floor, Corporate Park S.T. Road, Chembur, Mumbai - 400071 (hereinafter referred to as "TPA", which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees) as party of the FIRST PART.

**AND**

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter, referred to as "Provider", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns), as party of the SECOND PART.

WHEREAS TPA intends to offer and / or provide various services, through certain other business associates, including healthcare services and third party administration services. TPA will provide cashless Service to Policyholders (hereinafter referred to as "Insured person/beneficiary") at Network Hospitals.

WHEREAS the aforesaid PROVIDER represents that it owns and operates \_\_\_\_\_ as mentioned in the Annexure I to the MOU and confirms that it is capable and well equipped to provide medical services. WHEREAS the TPA has offered to join in their network of Hospitals to provide medical treatment and allied services AND WHEREAS the provider accepted the said offer agreed to join in the TPA network of hospitals to provide medical treatment and allied services subject to terms and condition stipulated hereunder.

**Scope of the Agreement:-**

The Provider is willing to extend medical facilities and treatment to insured persons/beneficiaries covered under such healthcare management plans on the agreed terms and conditions, and TPA is interested in providing its Health care related services to its beneficiaries with Medical/Hospitalization services.

**NOW THIS IS Memorandum of Understanding WITHN ESS ETH as follows:**

**Identification of Insured Person**

For the purpose of identification TPA shall provide each Insured Person an Identity Card with or without photograph with details like name, period up to which Card is valid etc.

The Provider shall identify the Insured Person seeking admission for treatment through the Identity Card issued by TPA and in case of identity card without photograph or when in doubt through other documents with alternative ID such as Passport, Income Tax PAN, and Voters ID card, Driving License or any other valid Photo Identity document that conclusively establishes the Identity.

**Procedure: Planned Admission**

- 2.1. TPA shall receive request for hospitalization from the Insured Person (OR Insured Persons representative when he/she is unable to personally communicate due to medical condition) through the provider.
- 2.2. On receipt of such request and after due scrutiny, TPA will issue a Letter of Credit (LOC) specifying his / her entitlement of available benefits. LOC will mention the amount authorized class of accommodation, eligibility of beneficiary or other sub limits & co-payment, etc.
- 2.3. The copy of LOC will be dispatched to the beneficiary through Email/Fax/Post/Hand delivery for being produced to the Provider at the time of admission.
3. The Provider will not extend CASHLESS facility for Medical Treatment to any Insured person without LOC issued by TPA. The Provider shall deal with such cases as per their normal rules and regulation.
- 4.1. TPA is responsible for payment up to the amount specified in LOC for the services rendered by the Provider to the insured in terms of this agreement.
- 4.2. The provider shall provide **CASH LESS FACILITY TO THE Insured Person** only up to the amount specified in the LOC as issued by TPA OR if the estimate of the expenses or the real expenses incurred is to be over and above the amount specified by TPA in the LOC, the Provider will inform the Insured Person Accordingly and arrange to collect such **EXCESS AMOUNT FROM THE INSURED PERSON** (as per their norms while treating patients who do not fall under the purview of CASH LESS). Provider will explain all **details to Insured about shortfall/reduced LOC** & will collect **remaining amount from Insured**. TPA would not be responsible for reimbursing any amount which is either in excess of the amount stated in LOC or which is not approved by it. The provider shall send interim bills for enhancement if required & the same may be approved subject to the term & conditions of the Policy.

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- 4.3. If some expenses incurred by the insured Person is not related to actual medical treatment and non-medical items that are not payable by the TPA, must be directly collected by Provider from the Insured Person. The list of Non Medical items are mentioned in "Annexure I" which is only an indicative list and not an exhaustive list.
- 4.4. TPA will not be responsible for making payments for items that are INADMISSIBLE as per the Insurance Policy/guidelines in force from time and such inadmissible items shall be intimated to Provider by TPA.
- 4.5. Request for enhancement of pre authorization for any guaranteed amount shall be made before discharge of the patient. Request will be denied, in case of failure to do so.

#### **Procedure: Emergency Admission**

- 5.1. When the Insured Person requires emergency admission in view of accidental injuries OR medical emergency. The Provider shall admit on the basis of identity and eligibility established through ID Card.
- 5.2. However it is the responsibility of the Insured person (OR Insured Person's representative when he/she is unable to personally communicate due to medical condition) to intimate TPA details of the medical case along with relevant documents WITH IN 24 hours of admission through the provider, for obtaining Post Admission Letter of Credit from TPA and submitting same to the Provider.
- 5.3. In case the Provider does NOT receive the Post Admission Letter of credit from TPA, the medical case is to be treated as a normal case and the Provider should proceed with collections as per their normal business practice. TPA cannot be made liable for the payment in such case.
6. Request for enhancement of credit for any guaranteed amount shall be made before discharge of the patient. Request will be denied, in case of failure to do so.

#### **Medicine Supply & Diagnostic Tests etc.**

- 7.1. The Provider will arrange to supply all medicines and medicinal requirements, injections, surgical materials and disposable items required for medical treatment of the beneficiary as per medical norms 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 necessitated from the medical point of view for treatment of the beneficiary from within its own resources the Provider shall arrange to obtain such items from outside medical sources and include the cost of such medicine in the final bill mentioning cost of each medicine.

In case the Provider does not have the facility to carry out some of the diagnostic tests necessitated from medical point of view 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.

#### **Documents to be handed over**

8. At the time of discharge of the Insured person who has availed of cashless facility after obtaining valid LOC, the Provider shall submit the following documents to TPA-
- i. Original discharge summary.
  - ii. Final Hospital bill with break up. Amount collected by provider from insured must clearly be mentioned in final bill. (in detail)
  - iii. Original copies of investigation reports.
  - iv. Doctors/Surgeons/Anesthetists (as applicable) bill with breakup.
  - v. Any other documentary evidences statutorily required under the law, such as FIR in case of an Accident/Medico Legal cases.
  - vi. TPA shall be entitled to verify and obtain copies of any further documents such as Case Sheets, as may be deemed necessary.
  - vii. Should obtain claim form duly filled & signed by patient/insured and will form part of claim documents.
  - viii. Should obtain signature of patient/insured on main bill.
  - ix. Copy of Ericson TPA card. In case of photoless cards, copy of any other photo Identification of patient should be taken & submitted along with claim documents.

#### **Bill submission**

9. All bills for which LOC given, shall be submitted within 7 working days from the date of discharge.

#### **Payments**

- 10.1. All Payments in respect of the final bills, subject to limits specified in LOC, as may be applicable from time to time, shall be made by TPA directly to the provider within a period of 30 working days from the date of receipt of bills.
- 10.2. Provider shall give the list of applicable tariffs to the TPA and any changes shall be intimated immediately and are subject to approval from TPA. Provider shall charge as per intimated tariffs for all services offered.
- 10.3. Any denials/repudiation of claim shall be informed by TPA to the provider in writing within 15 working days from the date of submission of all documents.
- 10.4. Any deficiency in documents submitted will be intimated to the hospital within 7 working days of submission of claim documents. If required documents are not submitted within stipulated time of 30 days, the claim will be repudiated and TPA will not be liable for payment.

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#### **Warranties by Provider**

11. The insured person will be provided treatment by the panel of consultants/doctors/surgeons/medical staff of the provider Hospital according to the established clinical protocols and prevalent norms in the medical world. The provider warrants that it shall follow ethical practices in conducting diagnostic tests, prescribing medical procedures etc at all points of time.
12. The provider warrants that the hospital would be well maintained and will have qualified & experienced medical staff and all necessary and up-to-date facilities round the clock for treatment of insured Person.
13. Provider warrants that it shall not disclose to any outsider persons or agencies any confidential information regarding the Patient ORTPA whether marked "*confidential*" or not unless authorized to do so by TPA.

#### **14. Confidentiality**

- a) The provider undertakes to protect the secrecy of all the data of Ericson Insurance TPA Pvt. Ltd .and trade or business secrets of "TPA" and shall not share the same with any unauthorized person for any reason whatsoever. Further TPA also respects the confidentiality of the provider and undertakes to protect the secrecy on all medical information and reports concerning TPA card holders.
15. The provider shall treat the beneficiaries of TPA according to good business practice.
16. The provider will extend priority admission facilities to the beneficiaries of the client, whenever possible.
17. The provider shall ensure that medical treatment/facility with all due care and accepted standards is extended to the beneficiary.

#### **General**

18. All planned admission should be with prior approval. The TPA will respond to all pre authorization and enhancement request by the provider within 1 hrs & 2 hrs respectively.
19. In case of emergency admission, the provider will extend the cashless facility to the beneficiary. TPA will respond within 30 minutes- 3 hrs after receiving post admission authorization request sent by the provider.
20. The choice of provider's hospital for treatment shall be entirely that of insured person. Provider shall not make any representation associating TPA with the treatment regarding which TPA shall have no liability whatsoever.
21. The provider shall render services as an independent Contractor and shall not act or purport to act as an agent or agency of TPA.
22. TPA will not interfere in the treatment provided to the insured person who is undergoing treatment as a patient in the concerned Provider Hospital.
23. TPA Medical Representative may visit the hospital to liaison with the beneficiary and the Medical consultant in charge of the beneficiary but will not suggest or insist on any medical course of action. The Medical treatment or the course of action related to treatment will be the sole prerogative of the Provider Hospital.
24. The Provider Hospital will not take any deposit from the Insured person in case of emergency (Max 24 Hours or till LOC information is received).
25. Provider will send the claim documents along with the Bills to TPA.
26. The Provider shall have no objection to use its name, and other relevant material in advertisement, promotional literature, brochures, website etc, sponsored by TPA.
27. This agreement shall come into force with effect from \_\_\_\_ and remain in force for a period of 2 years until terminated by mutual consent or by giving to the other not less than 30 days' prior written notice. However, in case of any breach of warranty/violation of terms and conditions from any party, non-breaching party shall be entitled to terminate the agreement forthwith.
28. In the event of termination of the Agreement TPA will be responsible for payment of bills in respect of treatment which has been Authorized or for which request has been made to TPA prior to the date of termination, provided it is found admissible under the terms of policy.
29. Any amendments in the clauses of the MOU can be affected as an addendum, after the written approval from both parties.

Discount-Agreed discount is implied on the total bill of the admission, whether authorized fully or partly by Ericson TPA. A discount of\_\_ % **on inpatient services, \_\_ % on outpatient service and\_\_ % to be extended on all the packages except the\_\_ to the members by the provider (Please enclose separate sheets if required with the details on discounts)**

TPA and The provider hereby agree to indemnify from and against all at any cost damages or losses and hold harmless (Whether consequential business or otherwise) arising out of breach any representation, warranty and/or covenant made by it though this MOU, any breach of understanding/any service mutually agreed upon or for non -fulfillment of its obligations under this MOU or any law or to any Third Party/ Parties.

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Any Disputes, claims arising out of this Agreement between the parties are subject to arbitration.

- a. Either party shall send a written notice to the other party involving arbitration or it shall commence NOT later than 60 days from the time of such notice.
- b. Parties shall refer the dispute to their respective CEO/CAD for resolution.
- c. In the event CEO are unable to resolve the dispute within 30 days of its being referred to them, then either party may refer the dispute to the sole arbitrator who shall be jointly appointed by both the parties OR in case both the parties are unable to agree on the choice of sole arbitrators, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed to appoint the Third arbitrator. The law governing Arbitration shall be Arbitration & Conciliation Act 1996 as amended or reconstituted from time to time and the proceedings of Arbitration shall be conducted at Mumbai, India in English Language.

In witness thereof this Memorandum of Understanding is executed by or on behalf of the parties the day and year first before written.

Signed and delivered by the within named

\_\_\_\_\_  
Through  
Shri/Smt \_\_\_\_\_ Sign  
Sign

In the presence of Shri/Stat.

Signed and delivered by the within named

ERICSON INSURANCE TPA PVT. LTD.

THROUGH Shri/Smt. \_\_\_\_\_ Sign

In presence of Shri. (Witness) Sign

#### Annexure-I

Non payable items  
Registration and Administration charges  
Cashless, TPA charges administration charges and discharge procedure charges  
Surcharges, service charges and luxury charges  
Medical records, documentation, certificate charges, Birth certificate, courier charges, Mail or internet charges Separate a/c/cooler, Telephone, TV and luxury charges, Service/Maintenance charges if charged separately. Electricity and water charges  
Advance booking charges for Room, Ante-natal, OT, Blood bank etc.  
MLC charges  
Housekeeping and maintenance charges  
Washing and laundry charges  
TPA processing fee, courier charges and fax charges Ambulance and conveyance charges Ambulance charges  
Food and beverages charges  
Gowns, linen, cozy sheets, towels,  
Medicines box, Measuring jars, ounce glasses, nebulizer kit, Autoclave, LSCS kit/Baby kit, Identification bands  
Dietician/nutritional Planning-Diet charges  
Paper gloves/non sterile gloves, surg tapes/tegaderm, spirits, betadine  
Pelvic traction kit, lumbar belt, cervical collar, arm slings, shoulder immobilizer, knee immobilizer, Knee/shoulder brace, crepe bandages, stockings and leggings, shoe covers, tourniquets, urine containers, Band-Aid, eye shield, eye guard, eye pads, spectacles Barber charges, disposable razors, and Preparation charges. Screening test HIV and HbsAg unless indicated Special/private nurse, Ayaas or special attendant. Discharge medicines  
CAPD and C-PAP equipment.  
Glucometers, uro meters, nebulizers, BIPAP machines, O2 charges Donor screening charges Mortuary charges.  
Separate baby charges without indication ECG leads and O2 probes Surgical drill, Spiro meter.  
Tissue papers, Under pads, napkins, sanitary pads, disposable inner wears  
Cold pads / hot pads  
CD, Cassette and camera charges  
Oils, soaps, Tooth Paste and Brush Alcohol swabs  
Molinea sheets.  
Utilities like- hair removers, creams, dettol, savlon, microshield-sterillium (hand wash), colognes Purchase of Airbed, alpha bed, water bed Thermometer  
Glucostix unless indicated Vaccination charges. Breast pump  
RMO/DMO, Assistant charades ir- minor sur§ical procedure.  
All Food supplements, Protein energy drinks & other health drinks Mopping Pad Wheel Chair.