

1. Serial



Indian-Non Judicial Stamp
Haryana Government



Date 25/04/2017

Certificate No. G0Y2017D6505

GRN No. 28237818



Stamp Duty Paid : ₹ 50

Penalty : ₹ 0

(As Per Law)

Deponent

Name: Apollo Munich Health Insurance Company Limited

H No/Floor: No

Sector/Ward:

Landmark: No

City/Village: Gurgaon

District: Gurgaon

State: Haryana

Phone: 9111209500

Purpose: AGREEMENT to be submitted at Concerned office



Network Provider Service Agreement

This Network Provider Service Agreement ("Agreement") is executed at Gurgaon on this 26 day of Oct 2017.

BETWEEN

Apollo Munich Health Insurance Company Limited, a company incorporated in India under the Companies Act, 1956 and having its registered office at Apollo Hospital Complex, Jubilee Hills, Hyderabad-500033 and CPC office at ILABS Centre, 2nd & 3rd Floor, Plot No-404 - 405, Udyog Vihar, Phase - III, Gurgaon - 122016, Haryana hereinafter referred to as the 'Company', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part;

And

Hi-Tech Medical College & Hospital, Bhubaneswar
company incorporated under the Companies Act, 1956 and having its registered office at

Health Park, Pandara, P.O.- G.G.P. Colony, Bhubaneswar-751025
herein after referred to as the "Provider" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part

The 'Company' and the 'Provider' shall, wherever the context so requires, hereinafter collectively referred to as the 'Parties' and individually as 'Party'.

WHEREAS

A. The Company is an insurance company registered under Insurance Regulatory and Development Authority Act to conduct health insurance business;

Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Pandara,
Bhubaneswar-75

Representative
(Signature)



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Haryana Government



Date :25/04/2017

Certificate No. G0Y2017D6552

GRN No. 26237818



Stamp Duty Paid : ₹ 50

Penalty : ₹ 0

St. Duty Cr. 0

Deponent

Name: Apollo munich Healthinsurance Companylimited

H.No/Floor : Na

Sector/Ward :

Landmark : Na

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone : 9717299508

Purpose : AGREEMENT to be submitted at Concerned office.



- B. The Provider is a hospital/nursing home/ day care centre Hi-Tech MCH, BBR registered/licensed under Clinical Establishment by the DMET and is in the business of providing Health Care Services (defined hereinafter).
- C. The Provider represents that it owns and operates and confirms that it is capable and well equipped to provide Health Care Services. Further that the Provider has under its employment in constant attendance fully qualified doctors and nursing staff duly licensed by recognized respective institutions, and that it maintains daily records of each of its patients, and further that it has at least 10 inpatient beds along with a fully equipped and functioning operation theatre.
- D. The Provider has proposed to extend the Health Care Services to the Member(s) (as defined herein below), thereby enabling Member(s) to avail Cashless Facility (defined hereinafter) through the Provider on the agreed terms and conditions.
- E. The Company has accepted the offer of Provider of making available Cashless Facility in relation to the Health Care Services to the Member(s).

NOW THEREFORE, in consideration of the representations made by the Provider and pursuant to the mutual covenants and agreements herein contained, the Parties hereto do hereby agree as follows:

1 Definitions

- 1.1 "Agreement" shall mean this Agreement together with the Annexure hereto and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date of this Agreement.
- 1.2 "Authority" means Insurance Regulatory and Development Authority in India established under Section 3(1) of the IRDA Act, 1999.
- 1.3 "Cashless Facility" means a facility extended by the Company to the Member(s) where payment of the cost of treatment undergone by the Member(s) in accordance with the Policy (defined

Authorised Signatory
Hi-Tech Medical College & Hospital
Noida Health Park, Noida
Biharwar-20

Authorised Signatory
(Office Seal)

hereinafter) terms and conditions, are directly to be made to the Provider by the Company to the extent of Pre-Authorisation.

- 1.4 "Confidential Information" shall mean and include any and all information of whatever nature relating to the Services, Company or any related entity or company or business partner of Company and provided to the Provider by Company pursuant to this Agreement, including but not limited to financial arrangement with Company; current or potential suppliers or investors of Company; databases, documents, materials and other information arising from or pertaining to any or all related services or affairs subject of this Agreement; trade secrets, business methods and modules, data, know-how, discoveries, inventions, improvements and innovations, techniques, marketing and advertising plans, product and service development, forecasts, intellectual properties and any other information owned or developed by or on behalf of Company; but does not include any information which is generally or rightfully known to the Provider or is or becomes publicly available without violation of this Agreement or may be lawfully obtained by a third party from any other source, provided that such source is not prohibited from disclosing such information to the Provider by any legal, contractual or fiduciary obligation owed to Company;
- 1.5 "Effective Date" shall mean and include the date as set out Clause 5.1 herein below.
- 1.6 "Estimate" shall mean the estimated cost of providing Health Care Services to a Member.
- 1.7 "Fee" means the charges and payments set out in Annexure "C" attached hereunder.
- 1.8 "Force Majeure" means a circumstance beyond the reasonable control of Company or the Provider as the case may be and which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to:
- acts of God, lightning strikes, earthquakes, floods, droughts, storms, volcanic eruptions, explosions, fires and any natural disaster;
 - acts of war whether declared or not, revolution, acts of public enemies, terrorism, riot, civil commotion, malicious damage, sabotage and revolution;
 - any national or state-wide strike, lockout or stoppage, work ban, restraint of labour, go slow or other national or state wide industrial dispute which results in a stoppage of the provision of the Services for more than 5 consecutive days, but excluding any such industrial action which only affects the party claiming Force Majeure;
 - Governmental/Regulatory order, rule, regulation or direction causing any embargo on the provision of the Services to the Company.
- 1.9 "Health Care Services" shall mean and include In-patient medical/surgical treatment, day care treatment, diagnostics, investigations, OPD services, ambulance service, Spectacle/dental, dispensation of medicines and other connected services, as being provided by the Provider in its normal course of business.
- 1.10 "Intellectual Property" shall mean and include all patents, trademarks, permits, service marks, brand names, trade names, trade secrets, proprietary information and knowledge technology, computer programs, databases, copyrights licences, franchises, formulae, designs and other confidential information.
- 1.11 "IRDA" shall mean Insurance Development and Regulatory Authority established under the Insurance Regulatory and Development Authority Act, 1999.
- 1.12 "Member(s)" shall mean the persons who holds a valid and subsisting Policy from Company and is eligible for Policy benefits, including Cashless Facility.
- 1.13 "Provider" means hospitals or health care service providers enlisted by Company to provide health care services to Member(s) with Cashless Facility.
- 1.14 "Policy" shall mean the health insurance policies of Company as purchased by or for the benefit of the Member/s evincing the contract of health insurance between Company and the Member/s.
- 1.15 "Pre-Authorization Letter or Pre-Authorization" shall mean the authority letter sent to the Provider by or on behalf of the Company, which sanction a prescribed amount for extending Health Care Facilities on cashless basis to the Member as per terms and conditions mentioned in the said letter.

2. Interpretation


Authorised Signatory
Health Medical College & Hospital
Health Park, Rasulganj,
Bhubaneswar-75


Authorised Signatory
Officer-Genl

- 2.1 No provision of this Agreement shall be interpreted in favour of or against any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
- 2.2 Any grammatical form of a defined term herein shall have the same meaning as that of such term.
- 2.3 Any reference to an agreement memorandum of understanding instrument or other document (including a reference to this agreement) herein shall be to such agreement, instrument or other document as amended supplemented or notated pursuant to the terms thereof.
- 2.4 Terms and expressions denoting the singular shall include the plural and vice versa.
- 2.5 The term "including" shall always mean "including, without limitation," for purpose of this Agreement.
- 2.6 The terms "herein", "hereinafter", "hereto", "hereunder" and words of similar import refer to this agreement as a whole.
- 2.7 Headings are used for convenience only and shall not affect the interpretation of this Agreement.
- 2.8 Any reference in this Agreement to "writing" or "written" includes a reference to facsimile transmission or comparable means of communication.
- 2.9 The Annexure form a part of and shall be construed as one with this Agreement. Any reference to an Article or any Annexure or part thereof, shall mean an Article of, or the Annexure or part thereof, as the case may be, to this Agreement.
- 2.10 Unless repugnant to the context or expressly stated otherwise, all references to masculine shall include the feminine and vice versa.

3. Representation and warranties

- 3.1 The Parties hereby represents and warrants to each other as follows:
- 3.1.1 Organization and Standing: It has full power and authority and has all material governmental license, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted;
 - 3.1.2 Authority and Enforceability: It has all the necessary power and authority and approvals to execute and deliver this Agreement and to perform all its obligations arising or created hereunder;
 - 3.1.3 Financial Capacity: Parties have sufficient financial resources for fulfilling all its monetary obligations under this Agreement;
 - 3.1.4 Valid and Binding Obligations: This Agreement constitutes its valid and binding obligations, enforceable against the Parties in accordance with their terms.
- 3.2 The Provider hereby represents and warrants to the Company as follows:
- 3.2.1 No Conflict: The execution, delivery and performance by Provider of this Agreement will not violate, conflict with or result in breach of any provision relating to incorporation, any Agreement, law or order of any government authority;
 - 3.2.2 The Provider undertakes that they have the requisite infrastructure, equipment, doctors, paramedic with knowledge and expertise required to provide Health Care Services as required in this agreement.
 - 3.2.3 The Provider undertakes to uphold all requirement of law in so far as these apply to him and keep his license valid and subsisting at all times during the term of this Agreement. The Provider declares that it has never committed a criminal offence which prevents it from practicing medicine and no criminal charge have been established against it by a court of competent jurisdiction.

4 Scope of the Agreement

- 4.1 Provider shall extend the Health Care Services to the Members, thereby enabling Members to avail Cashless facility through the Provider, strictly as per the terms specified in the Pre Authorization letter. However it is categorically agreed and understood by the Provider that any denial of the


Dr. Anil Kumar
Health Care Services
Health Park, Rasulpur,
Bhubaneswar-75


Dr. Anil Kumar
Health Park, Rasulpur,
Bhubaneswar-75

Cashless Facility to any Members by the Company, shall not mean or construct as denial for treatment by the Provider and the Members may avail the Health Care Services of the Provider without availing the Cashless Facility from the Company, which shall be denied by the Provider.

- 4.2 In case after receipt of Pre authorization Letter, if the Estimate for extending Health Care Services to the Member is likely to exceed the authorized amount as specified in the Pre Authorization Letter, Provider shall forthwith intimate in writing to the Company without fail and seek prior written approval for extending authorized amount of Pre-Authorization Letter. Company may at its sole discretion, allow or reject the revision of any such authorized amount. In case the revision of such authorized amount is granted by the Company, the revised Pre-Authorisation Letter shall be issued to the Provider by or on behalf of the Company.
- 4.3 The Company reserves the right to monitor the performance of the Provider under this Agreement and share /use the finding from such reviews for its internal purpose and report the same to any of its officer/ director/ committee/ board of directors/ any other person.

4.4 Procedure and Tariff

Provider shall adhere to the Standard Operating Procedure (hereinafter "the SOP") as detailed and set out under Annexure 'A' and shall make available to the Member(s) the Health Care Services under Terms of this Agreement as per the tariff set out under Annexure 'B', during Term of this Agreement.

Any modification/change or amendment to SOP or Tariffs may be effected only by execution of a written amendment to the respective Annexure by both the Parties

5. Term:

This Agreement shall be in force from the effective date of this agreement, and for a period of Three (3) Years unless terminated by either party as per provisions of Article 9 of this agreement. Upon expiry of the said term the Agreement shall be renewed automatically for the same term unless terminated by either party in writing.

- 5.1 This Agreement shall be for a period of 3 Year *Effective from 26-Oct-2017 Date 23-Oct-2020*

6. Provider's Covenants:

The Provider hereby warrants and undertakes to the Company that at the date of this Agreement and at all times during the term of this Agreement it:

- 6.1 shall comply with all legislations, circulars, directions, rules and regulations in providing the Services as may be applicable on the Provider.
- 6.2 shall act at all times in the best interests of the Company and act in accordance with instructions of the Company within the Scope of this Agreement viz. a viz. extending services to the Members in line with the SOP;
- 6.3 shall maintain at all times during the term of this Agreement, the necessary skill, expertise and staff to provide the agreed Services;
- 6.4 shall extend the Health Care Services to the Member(s), thereby enabling Member(s) to avail Cashless Facility through the Provider, in a timely and professional manner consistent with high industry standards, proceed with diligence and promptness in accordance with the provisions outlined in this Agreement.
- 6.5 shall solely remain responsible for all/any demand or claim made by any person engaged by the Provider for providing Health Care Services under this Agreement;
- 6.6 shall ensure that best and timely Health Care Services are extended to the Member(s) and provide best of services to them at all times.
- 6.7 shall ensure that various procedures and treatment that may be provided by the Provider to the Member(s) shall be at the rates as per the Tariff mentioned under Annexure 'B' attached to this Agreement


Dr. Anil Kumar, Operating Officer
Rajiv Gandhi Medical College & Hospital
Health Park, Rohtasgarh,
Bhatnagar 20


Dr. Anil Kumar, Operating Officer
Rajiv Gandhi Medical College & Hospital
Health Park, Rohtasgarh,
Bhatnagar 20

- 6.8 shall maintain and adhere to the reasonably expected standards and quality of Health Care Services to the Member(s).
- 6.9 shall continue to maintain compliance with all the prescribed standards throughout the Term of the agreement.
- 6.10 will give unrestricted right to the Company to visit the Provider to inspect the premises of the Provider at any time without any prior notice to check quality standards, review and discuss treatment provided to the Member(s). During such visits and enquiries, the Provider shall give full co-operation to the Company including access to the Members medical and billing records and make available the information requested about the Member(s) promptly and without delay.
- 6.11 shall take note of the non medical items excluded from the preview of this Agreement, more fully described in Annexure 'B' hereto. Any benefit extended by the Provider, which falls within the non-medical items excluded as per Annexure 'B' shall be the liability of the Provider only and shall not be payable by the Company.
- 6.12 shall keep the Member(s) hospitalized only for the required number of days of treatment and carry out only the required investigations for the particular ailment or disease for which the Member has been admitted / checked. Company shall at its discretion reject any bill/s containing any undue item that as per Company was unwarranted on the part of the Provider.
- 6.14 except for the non medical items as described above Provider shall not take any cash deposit of any kind from Member(s) who is/are availing Health Care Services with Cashless Facility from the Provider.
- 6.15 shall submit the invoices to the Company for Health Care Services extended to Member(s) as per this Agreement, at the address notified in this Agreement within seven days from the date of discharge of Member, duly completed as per the format and manner prescribed by Company.
- 6.16 acknowledge that the Company has no obligation to process any claim(s) made by the Member under the Policy, until such time the claim is validly lodged with Company and is admissible for payment as per Policy.
- 6.17 shall strictly adhere to the agreed "Standard Operating Procedure" contained in Annexure 'A' hereto and be bound by the same.
- 6.18 shall keep itself equipped at all times during this Agreement with qualified and experienced doctors, medical and para – medical staff, nurses, etc., and also all other infrastructure essential to maintain the desired quality and standard of Health Care Services.
- 6.19 shall not refuse extending Cashless Facility to the Member of its own as the Provider acknowledges that only Company has the unconditional, unqualified and unrestricted rights to accept or refuse any request for availing Cashless Facility or any insurance claim under the Policy.

7. Company's Covenants:

The Company shall:

- 7.1 promptly furnish relevant inputs, consents, feedback, approvals, signoffs or rejection information and documents to the Provider as it may reasonably request for the proper performance of its obligations under this Agreement;
- 7.2 nominate a network relationship manager who shall be the Single point of contact ("SPOC") for the resolution of queries, necessary sign-offs as authorised by the Company and to undertake other related activities. The SPOC by the Company shall also be responsible to ensure that all information provided to the Provider is accurate, honest, truthful and complies with legal and technical requirements.
- 7.3 not interfere in the medical treatment of the patient Member(s). However, reserves the right to verify the medical records, indoor case papers and other relevant records of the


Anand Kumar, Director
Hi-Tech Medical College & Hospital
Health Park, Rourkela,
Bhubaneswar-75


Anand Kumar, Director
Hi-Tech Medical College & Hospital
Health Park, Rourkela,
Bhubaneswar-75

- Member(s).
- 7.4 intimate the Provider regarding modification of the terms of Policies and also regarding new packages made available by Company for its Member(s) and provides sufficient notice to the Provider.
- 7.5 Company reserves the right to reject or accept any request for Cashless Facility or otherwise.
- 7.6 pay for the expenses for the Health Care Services provided to the Member by the Provider as per the Pre-authorization Letter from the Company, subject to condition that no material discrepancy/difference is found in the record provided at the time of Pre-Authorization and those provided later along with Invoice or otherwise to the Company.

8. Payment Terms

Payment terms shall be as detailed and set out in Annexure 'C' to this Agreement


9. Termination

- 9.1 Either Party may terminate this Agreement at any time without providing any reasons by giving prior written notice of 30 days to the other Party subject to condition that the Provider shall ensure, that all Member(s) availing Health Care Services including without limitation treatment /procedure at the time of termination are given due services/treatment by the Provider and are discharged safely. In the event of such termination, the Provider shall be entitled to be compensated by the Company for the actual amount payable as per the Pre Authorisation Letter issued by the Company under this Agreement, till the date of such termination.
- 9.2 Either Party may without prejudice to any other right or remedy they may have, be entitled to forthwith terminate this Agreement in whole or in part, in the event that the other Party is insolvent, goes into liquidation, receivership or voluntary administration or an external controller or official manager is appointed with respect to its undertaking, property or assets, or any part thereof.
- 9.3 Company shall have the right to terminate this agreement or modify suitable this agreement forthwith in case company conclusively observes fraud, misrepresentation, inadequacy of service or other non compliance or default on part of the Provider after giving opportunity of hearing to the Provider. In case of such termination Company shall not be obliged to make any payment for treatment which comes under the ambit of such fraud, misrepresentation, inadequacy of service or other non-compliance or default on part of the Provider.
- 9.4 The Confidentiality and Indemnity provisions of this Agreement shall survive the termination of this Agreement. The warranties and indemnities contained in this Agreement are continuing and shall survive in operation notwithstanding termination of this Agreement.

10. Consequences of Termination:

- 10.1 Upon termination of this Agreement the Provider shall immediately return or procure the return to the Company all personal data, records and other documents, materials or equipment, if any available with the Provider in whatever form belonging to the Company or prepared in accordance with this Agreement.
- 10.2 In the event of termination of this Agreement, the Provider shall co-operate with the Company to undertake the smooth and efficient handover of the confidential and personal information if any received from the Company. The Provider shall ensure that the provision of the Services is transferred with the minimum possible disruption to the Company's day to day activities.
- 10.3 The Company shall process such claims of the Provider which have already been intimated and approved by the Company vide Pre-authorization letter.
- 10.4 On termination of this Agreement by lapse of time or upon default or for any other reason, the Provider shall -
- 10.4.1 not either discontinue the treatment to the member(s) who is/are already admitted with the Provider or refuse treatment to the Member(s) in case they do


Authorized Signatory
Hitech Medical College & Hospital
G-1 Health Park, Ravi Nagar,
Gurgaon-122 002


Authorized Signatory
(DR. J. S. Singh)

not opt to avail Cashless Facility in the Policy.

- 10.4.2 not directly or indirectly identify itself in any manner as Provider of the Company. In particular the Provider shall not use any mark or any other distinctive materials of the Company.

11. Notices

- 11.1 All notices and other communication between the Parties shall, unless hereafter informed otherwise in writing to each other, be sent to the Parties at their following respective addresses and facsimile transmission numbers or email address:

Company:

Apollo Munich Health Insurance Co. Ltd

Address: CPC office at ILBS Centre, 2nd & 3rd Floor, Plot No-101 405, Udyog Vihar, Phase - III, Gurgaon - 122016, Haryana

Tel: +91 1244584333

Fax: +91 1244584111

Website: www.apollomunichinsurance.com

For the attention of the Network Relationship Manager

To Provider

Jyotirmaya Panda, COO
Hi-Tech Medical College & Hospital,
Health Park, Pandara, P.O - G.G.P. Colony, Rasulgarh,
Bhubaneswar - 751025

Tel: 9090952401

Fax: 0674-2371409

Email: jpanda@hi-techmedical.org

For the attention of the

- 11.2 Any notice or communication required or permitted to be given under this agreement shall be in writing and shall be effectively given if (i) given by hand - upon the sender obtaining acknowledgement of delivery from the recipient at the time of delivery; (ii) sent by electronic or facsimile communication - immediately upon transmission provided the sender has confirmation of proper transmission; (iii) sent by prepaid courier service - upon the sender obtaining proof of delivery bearing the clear stamp and signature of the recipient; and (iv) sent by registered post acknowledgement due, upon receipt by the sender of the acknowledgement due card.

12. Confidential Information:

Confidential information shared under this Agreement shall not be used, divulged or permitted to be divulged to any other person or entity except otherwise if the said entity is legally entitled.

This clause shall survive the termination/expiry of this Agreement

13. Intellectual Property:

- 13.1 All the Intellectual Property associated with the name of Apollo Munich Health Insurance Co. Ltd. And any additions, substitutes or derivatives thereof shall solely and exclusively belongs to the Company.
- 13.2 All Intellectual Property and other proprietary rights with regard to documents and other materials/ creative which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this Agreement materials/ creative developed, created and


Authorized Signatory Officer
Hi-Tech Medical College & Hospital,
Health Park, Rasulgarh,
Bhubaneswar-75




Authorized Signatory (Public Notice)
Office Seal

produced by the Provider or any other promotional material created or published in terms of this Agreement shall be the sole property of the Company.

14. Audit and Inspection

- 14.1 During the term of this Agreement, and the Company, at its sole expense reserves the right to audit, inspect, and make copies or extracts of relevant financial statements, systems and processes and records ("Documents") associated with the Provider's performance under this Agreement. The scope of this audit will be limited to transactions arising out of or in connection with the terms of this Agreement. The Company may conduct audit either directly or through its consultants or agents ("Auditor") during the normal business hours of the Provider. However no such Audit shall be conducted unless the Provider has been given advance intimation in this regard.
- 14.2 Company shall have right to inspect premises of the Provider where he is providing services under this Agreement at any time without any prior intimation.

15. Limitations of Liability and Indemnity

- 15.1 The Provider shall obtain adequate professional liability insurance cover for treatment provided by its doctors and maintain the same throughout the period of this Agreement and for the renewed period if any thereof. Company 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.
- 15.2 If any claim, demand or dispute is raised or instituted by the Member(s) or third party against Company for any damage or loss arising out of any acts, omission or commission of the Provider (their employees, agents, contractors, etc.), the Provider shall fully indemnify the Company against such claims, demands or actions and hold Company harmless in every respect.
- 15.3 The Provider shall be solely responsible for desired quality and standard of Health Care Services to the Member(s) and Company shall not be 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 as may be set out by the Company.
- 15.4 Provider further releases and indemnifies and shall keep indemnified the Company, against all losses, damages, actions, claims and demands suits and other proceedings which may be instituted against the Company arising out of a breach of terms of this Agreement by the Provider, its agents, employees, sub-contractors or representatives or the negligence, misconduct, misrepresentation, abuse of position, dishonest or criminal behaviour of the Provider, its agents, employees, sub-contractors, representatives or of any other person for whose acts or omissions the Provider is vicariously liable for any deficiency in service by the Provider.

16. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and the competent courts in New Delhi shall have the exclusive jurisdiction to try any action or proceedings arising out of or in connection with this Agreement.

17. Arbitration & Dispute Resolution

Any dispute or difference between the Parties shall be referred to sole arbitration as appointed by the Company. The place of arbitration shall be New Delhi and any award of such sole Arbitrator shall be final and conclusive and same shall be binding upon the Parties to this Agreement. Language of Arbitration shall be English.

18. Relationship & Independent Arrangement

This Agreement does not create and shall not seem to have created any partnership, joint venture, employer-employee or a principal agent relationship between the Provider and the Company.


Authorized Signatory
Hitech Medical College & Hospital
Greenfield Park, Raigarh,
Bhubaneswar-75


Authorized Signatory Anil Marchhi
(Hitech Med)

19. **Assignment and Sub-Contract**

Save as set out here in the Provider shall not assign and/or sub-contract or purport to assign and/or sub-contract any of its rights and obligations hereunder, except with the express prior written consent of Apollo Munich.

20. **Non-Solicitation**

Each Party hereby agrees that during a period from the date of commencement of this Agreement to one year after the completion thereof or termination of this Agreement, whichever is later, it shall not directly or indirectly solicit or offer employment or engagement or entice away on its own or on behalf of any other person or organization, any of the other Party's Staff without the prior agreement of the other Party in writing.

21. **Severability**

Parties acknowledge that if any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and do the like effect as though such provision was not included herein.

22. **Publicity**

22.1 The Provider shall have no objection to Company using the Provider's name, as a Provider to Company and also list the Provider in the communication with Members, etc.

22.2 The provider shall display a signboard at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments displaying information that **Provider Apollo Munich Health Insurance Companies Approved Network Provider.**

22.3 Except as otherwise provided hereinabove Provider shall refrain from publicity of any kind regarding existence of this Agreement or any terms of this Agreement, including without limitation the press releases and advertisements by any mode of communication, except with the prior written consent of Company. No other signage indicating any association with group companies' entities of Company shall be displayed by the Provider.

23. **Exclusivity**

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

24. **Information Technology Security:**

1. Provider agrees to maintain confidentiality of the Member(s) details including but not limited to Health Care Services provided to the Member(s) their personal details by maintaining comprehensive Information Security process.
2. Provider agrees to put appropriate checks and controls in place to prevent unauthorized access to files/documents/data store/computer systems containing Personal or confidential information of Member(s).
3. Provider agrees to inform and take approval before outsourcing any service which may have direct or indirect impact on Member(s) confidential details including without limitation their Personal details, Medical and Health details, treatment details, details of Health Care Services provided to the member.

25. **General**

25.1 In case Company decides to outsource or use any third Party in relation to the Cashless Facility at any time during term of this Agreement, the Provider agrees to execute necessary documents, including Tri-partite agreement, as may be required under Applicable Law, so that the Members availing Health Care Services from the Provider can also opt for availing the Cashless Facility of the Company through the Provider, on the similar terms as contained in this Agreement.


Authorized Signatory Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulpur,
Bhubaneswar-75


Authorized Signatory Officer in Member
Office

- 25.2 Company reserves the right to reject/deny/refuse any request for Cashless Facility or any claim of the Member/s under the Policy, subject to Policy terms and conditions. However denial of Cashless Facility by the Company, shall not mean or be construed to mean, denial of any Health Care Services or treatment to the Member(s) by the Provider.
- 25.3 Statutory or Regulatory requirement may need incorporation of fresh provisions or clauses to be inserted in the Agreement or modification of some of the provisions of the Agreement from time to time which shall be done by the Parties by means of suitable amendment/s.
- 25.5 No change or amendment to this Agreement shall be considered effective unless same has been reduced in writing and signed by the Parties.
- 25.6 This Agreement shall be executed in counterparts, each of which shall deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate through their respective duly authorised officials on the day, month and year hereinabove mentioned.

SIGNED AND DELIVERED BY APOLLO MUNICH HEALTH INSURANCE COMPANY LIMITED by the hands of its authorized signatory _____

In the presence of:

1. VIREK

2. Narayan





SIGNED AND DELIVERED BY HMCH, BBSR by the hands of its authorized signatory _____

Mr. Jyotirmaya Panda

In the presence of:

1. S. Rajeswari Administrator

2. Biswas Mohan Bishui



Chief Operating Officer
HI-Tech Medical College & Hospital
Health Park, Rasulpur,
Bhubaneswar-75



Chief Operating Officer
HI-Tech Medical College & Hospital
Health Park, Rasulpur,
Bhubaneswar-75



Chief Operating Officer
HI-Tech Medical College & Hospital
Health Park, Rasulpur,
Bhubaneswar-75

Annexure 'A'
Standard Operating Procedure (SOP)

1. The Provider shall abide by the code of conduct as may be laid down by the Company from time to time.
2. The standard operating procedure for cashless facility shall be broadly as per "Schedule I of Guidelines on Standardisation in Health Insurance" issued on 20th February 2013 by the Authority.
3. The Provider shall maintain customer services and relations as per the protocol/standard set up by Company.
4. Under this Agreement the Provider shall extend Cashless Facility to the Member only for the Health Care Services after Pre authorization by the Company and up to the maximum amount specified in the Pre-authorization letter subject to sublimit and special instructions mentioned in the Pre-authorization Letter. In case after receipt of Pre-authorization Letter, if the Estimate for extending Health Care Services to the Member is likely to exceed the authorized amount as specified in the Pre-Authorization Letter, Provider shall forthwith intimate in writing to the Company without fail and seek prior written approval for extending authorized amount of Pre-Authorization Letter. Company may at its sole discretion, allow or reject the revision of any such authorized amount. In case the revision of such authorized amount is granted by the Company, the revised Pre-Authorisation Letter shall be issued to the Provider by or on behalf of the Company.
5. Provider shall do the basic check before providing health care services by executing proper verification of the Member's identity either through the ID card issued by Company along with other photo ID card viz. passport, voter's card driving license, employee ID card etc.
6. Provider should collect all the necessary documents in regards to applicable Anti Money Laundering Guideline.
7. The procedure for de-empanelment of Providers shall be as per "Schedule II of Guidelines on Standardisation in Health Insurance" issued on 20th February 2013 by the Authority.
8. The procedure to furnish the standard Discharge summary shall be as per "Schedule III of Guidelines on Standardisation in Health Insurance" issued on 20th February 2013 by the Authority.
9. The procedure to furnish the standard Billing Format shall be as per "Schedule IV of Guidelines on Standardisation in Health Insurance" issued on 20th February 2013 by the Authority.
10. It shall not be binding on the part of Company to reimburse the claims submitted later than 7 days from the date of discharge.
11. While submitting the bills or lodging the claim, the Provider shall ensure that they are drawn as per the Service Fee Schedule, which has been agreed to, between the Parties at the time of signing this Agreement and shall make an affirmative statement to this effect.
12. The provider shall extend the Health Care Services to the Members, thereby enabling Members to avail Cashless Facility through the Provider, as per following process:

Process for Cashless Authorization

1. After basic check of the member identity, Provider shall request treating doctor to fill the correct & documented medical details of the Member in the standard authorisation form.
2. The form should be duly signed & stamped by the Provider and sent to Company along with other documents including but not limited to ID card and medical records.
3. Company will scrutinise the request based on the member information and response would be sent to Provider within 2 hours.
4. In case of treatment charges go beyond the sanctioned amount, Provider shall intimate Company for further approval.


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5. At the time of discharge, Member should leave back all the original documents with the Provider after signing on all the invoices bills reports and all documents that would form part of the claim.
6. The Provider shall collect amount directly from member for the charges related to non-medical items and for the services not approved by company.
7. Provider shall ensure to fax/email Discharge Summary and final bill at the time of discharge to company for full and final approval.
8. The Provider shall submit all the claim documents in original along with Claim form signed by the Member to the company not later than 7 days from the discharge of member for payment.

Annexure 'B'
Tariff List

Number of pages attached: Hospital Tariff List 76 pages.

1. Following are the rates for various services agreed between both the parties and shall be considered as the final tariff rates.
2. The provider shall ensure that all bills lodged for claim, are drawn as per this Tariff List.
3. Company reserves the right to reject or deducted the excess amount if any bill is not in accordance with the attached Tariff List.
4. Discount

Inpatient:-

Procedures - 10%
Investigation - 5%

Outpatient:-

- do -


Packages:-

- do -

5. Additional Comment

- No tariff revision for 3 years from the contract date.
- Discount & tariff will be applicable for all cashless rejection cases also.
- Single/Deluxe Room Charges will be applicable in higher room category.

On the attached Service Fee Schedule shall be extended to the Company by the Provider. (Please enclose separate sheets if required with the details on discounts).


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