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MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter referred to as "Agreement") is made on this 31 day of AGU 2016 (the "Effective Date").

BETWEEN


Hi-Tech Medical College & Hospital, Bhubaneswar  
(Service Provider) at Health Park, Pandara, P.O- G.G.P. Colony, Rasulgarh,  
Bhubaneswar - 751025, Dist - Khurda, State - Odisha  
(hereinafter referred to as "Service Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) as "party" of the FIRST PART.

AND

CignaTTK Health Insurance Company Limited, a Company registered under the provisions of the Companies Act, 1956 and having its registered and corporate office at 401 / 402, Raheja Titanium, Western Express Highway Goregaon (East), Mumbai - 400 063 (hereinafter referred to as "CignaTTK" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliate and assigns) as "party" of the SECOND PART.

The Service Provider and CignaTTK are individually referred to as a "Party" or "party" and collectively as "Parties" or "parties")

(A) WHEREAS

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25




1. CignaTTK is registered under the provisions of the Insurance Act and the IRDA (Registration of Indian Insurance Companies) Regulations, 2000 with IRDA to carry on Health Insurance Business in India and for this purpose CignaTTK is creating a network of service providers.
2. Service Provider is desirous to join the network of providers and is willing to extend medical facilities and treatment to members covered under the health insurance policies issued by CignaTTK on the agreed terms and conditions, and CignaTTK is interested in providing its members with facilities of cashless medical/hospitalization services through the Service Provider.
3. CignaTTK has, on the basis of Service Provider's representation, agreed to engage Service Provider as an empanelled provider for availing health services.
4. The Parties hereby desire to record the statements, agreements, undertakings and covenants on the part of CignaTTK and the Service Provider and also the terms and conditions of this Agreement as follows:

### (B) INTERPRETATIONS

In construing the Agreement:

- i. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- ii. unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- iii. section headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- iv. references to Recitals, Sections and Schedules are references to Recitals, Sections and Schedules of and to this Agreement, unless specified otherwise;
- v. wherever the context so demands the references to a Party to this Agreement includes references to its successors or permitted assigns (immediate or otherwise) of that Party and reference to agreements shall include reference to all the amendments thereto by whatever manner;
- vi. unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day;
- vii. unless otherwise specified, whenever any payment is to be made or action is to be taken under this Agreement on a day other than a Business Day such payment shall be made or action shall be taken on the next Business Day;
- viii. reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time, and any rule or regulation promulgated thereunder; and
- ix. the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarnh  
Bhubaneswar-25



(C) In this **AGREEMENT** unless inconsistent with, or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder, namely:

**Definitions**

1. **"Services"** shall mean all medical care services including diagnosis, hospitalization, treatment, etc. necessary or required to be rendered by the Service Provider to the Members of CignaTTK as per the authorization provided by CignaTTK under this Agreement.
2. **"Members / Beneficiary"** shall mean the person/s that is covered under the plan/scheme/insurance policy of CignaTTK.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Scope of services**

- 1.1 The Service Provider shall provide cashless treatment to the Health Insurance policy holders of CignaTTK as per the "Cashless Procedure" mentioned in **Schedule I** attached here to.
- 1.2 Service Provider hereby agrees to provide on Cashless basis medically necessary healthcare services as may be required by the beneficiary admitted as a patient with the Service Provider in pursuance of terms and conditions of this MOU and shall follow its standard procedures for admission of patients and their standard protocols for providing necessary care to the patients.

**Identification of Members**

- 2.1 The Members will be identified by the Service Provider on the basis of an ID card issued to them bearing the logo and the wordings of CignaTTK. The ID card shall have the customer ID number, policy number and the name of the beneficiary.
- 2.2 In certain cases where ID cards are not yet issued by CignaTTK, the Beneficiary may have only the policy document, etc. issued by CignaTTK. In such cases, the Service Provider would be required to take up the matter with CignaTTK based on the information available and extend services to the beneficiary.
- 2.3 The Service Provider shall also ask for additional identity proof such as a voter's identity card, PAN Card, passport or driving license to verify the beneficiary's identity (in the event that the beneficiary is a minor, the principal policy holder's proof of identity will be required).

**Service Provider Services- Admission Procedure**

**3.1 Planned Admission**

- i. Request for admission on behalf of the Member may be made by the Service Provider or Consultant attached to the Service Provider as per the prescribed format. The Pre-Authorization form needs to give the details of the Member's proposed admission along with the necessary medical details and the treatment planned to be administered and the breakup of the estimated cost in accordance with Schedule I, attached herein.

**3.2 Emergency admission**



In addition to the procedure provided in Schedule I:

- i. The Parties agree that the Service Provider shall admit the Member(s) upon the production of the ID card issued by CignaTTK as per the Service Provider rules & regulations, when the Member is carrying a valid ID card issued by CignaTTK.
  - ii. In case of other emergencies, Service Provider upon deciding to admit the Member should inform/ intimate over phone immediately to the CignaTTK helpdesk.
  - iii. CignaTTK agrees and undertakes to have their medical team to get in touch within 4 Working hours on best effort basis of the Service Provider after the telephonic intimation and issue the authorization for admission under cashless if admissible. It is clarified that the CignaTTK shall not be liable for any delay or failure in providing the confirmation and CignaTTK shall not be liable for any amounts until it has issued a confirmation.
  - iv. In case of emergency admission, within a period of 48 hours from the time of admission a Pre-Authorization form should be forwarded which would give the details like present illness/past history, diagnosis, and estimated cost of treatment along with first prescription collected from Member.
  - v. On receipt of the Pre-Authorization form for the Member giving the details of the ailments for admission and the estimated treatment cost, which is to be forwarded within 48 hours of admission, CignaTTK undertakes to issue the confirmation letter for the admissible amount or rejection letter within 4 hours of the receipt of the Pre-Authorization form subject to policy terms & conditions. It is clarified that the CignaTTK shall not be liable for any delay or failure in providing the confirmation and CignaTTK shall not be liable for any amounts until it has issued a confirmation.
- 3.3 In case the ailment is not covered or given medical data is not sufficient for the medical team to confirm the eligibility, CignaTTK can deny the authorization/issue partial authorization which shall be addressed to the Member under intimation to the Service Provider. The Service Provider will have to follow its normal practice in such cases and will not have any recourse to CignaTTK.
- 3.4 Denial of Authorization/ Authorization letter (AL) shall in no way mean denial of treatment. The Service Provider shall deal with each case as per their normal rules and regulations. However, CignaTTK shall not be in any manner liable to the Service Provider for any expenses incurred in respect of cases where authorization is denied.
- 3.5 The authorization 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, provider registration fees, documentation fees etc., which CignaTTK will update the Service Provider from time to time depending on the product exclusions, must be collected directly from the Member. For detail list of Non payable items refer to annexure A. Any investigation carried out at the request of the Member but not forming the necessary part of the treatment also must be collected from the Member.
- 3.6 In case the sum available is considerably less than the estimated treatment cost, Service Provider should follow their normal norms of deposit/ running bills etc., to ensure that they realize any excess sum payable by the Members not provided for by indemnity. CignaTTK shall not have any liability or obligation for any such dues to the Service Provider in case of non-recovery from the Member.

#### 4. Checklist for the provider at the time of Member's Discharge



Schedule I- Provider Services- Cashless Facility Admission Procedure and Schedule III- Standard Discharge Summary describe the detailed procedures with respect to discharge summaries that need to be followed.

## 5. Tariff & Payment terms

### 5.1 Tariff

- a) In consideration for provision of Services under this Agreement, CignaTTK shall pay the charges authorized in accordance with this Agreement to the Service Provider.
- b) The Agreement is subject to the detailed schedule of fees submitted by the Service Provider, attached to this Agreement. Tariffs may be modified only by an amendment to the relevant Schedule executed by both the parties in writing.
- c) Any revision in the fee schedule will be submitted to CignaTTK at least one month prior to the effective date. CignaTTK reserves the right to accept or discontinue the agreement after assessing the revised fee schedule.
- d) In case CignaTTK is not intimated regarding the revision, CignaTTK will pay for the services only as per the then existing agreed schedule of fees.
- e) The Service Provider agrees to submit clear and unambiguous tariff and related information as well as details/change in Service Provider infrastructure, staffing and management changes to CignaTTK.

### 5.2 Payment Terms

In addition to the billing terms mentioned in clause VII of Schedule I, and Schedule IV, attached herein:

- a) Service Provider will submit all the original medical bills, discharge summary, investigation reports along with all the documents of hospitalization and the treatment carried on by the Service Provider within 7 days from the date of the discharge of the Member and CignaTTK will make payment of eligible bills within 10 days from the date of receipt of such completed submission.
- b) The Service Provider shall be entitled to reimbursement from CignaTTK of charges for providing services to Members if:
  - i. The treatment has been pre-authorized
  - ii. The Pre-Authorization remains within its validity period
  - iii. The Pre-Authorization expressly applies to the treatment
  - iv. The relevant charges for the treatment to the Member are within the amounts specified in the relevant Pre-Authorization
  - v. The charges are in accordance with the agreed charge schedule between CignaTTK and the Service Provider
- c) Provided that CignaTTK shall have a right to reject the payment of the claims that are not in accordance with the terms and conditions of the insurance policy.
- d) Provided further that the Service Provider shall not be entitled to reimbursement from CignaTTK for any charges representing any co-payments or excesses payable under the Members plan.
- e) The Service Provider shall be entitled to recover cost of services from the Member, only if:
  - i. The cost of services is not covered by the Pre-Authorization
  - ii. The charges are for services that are excluded from the schemes availed by the Member
  - iii. Member requests a standard of service which is higher than that provided in his coverage and has agreed to pay the additional cost for such service



- iv. Costs that are in relation to an excess, deductible or co-payment for which the Member is personally liable.
- f) Subject to Clause (e), the Service Provider shall not recover from the Member any amount of a claim or part amount which CignaTTK rejects, withholds or refuses to pay under this Agreement. Payment will be done by Cheque/Electronic Fund Transfer subject to deduction of tax at source as applicable under the relevant laws.
- g) Service tax will need to be charged as applicable to the Service Provider and the same will be paid by CignaTTK. A service tax registration certificate will need to be submitted to CignaTTK at the time of empanelment.
- h) Any withholding tax as applicable will be deducted from the payment made to the hospital. In case the Service Provider has an exemption/low rate certificate the same will have to be provided to CignaTTK.
- i) TDS certificates will be issued by CignaTTK on an annual basis
- j) CignaTTK shall be entitled to set off any amount owned by the Service Provider to CignaTTK against any other amount payable by CignaTTK to the Service Provider under this Agreement.
- k) CignaTTK shall not be responsible for costs or claims in respect of treatment not covered by Pre-Authorization or for which there is no Pre-Authorization.

#### **Confidentiality**

6.1 The receiving party shall not disclose to any Third Party and shall ensure that its officers, employees, consulting doctors etc. keep secret and confidential all information relating to member, including but not limited to Medical Reports, Personal His/her Illness, treatment, Etc., and any other information provided by disclosing party (hereinafter referred to as "Confidential Material") and shall not use any such Confidential Material for any purpose (including but not limited to research, creating comparative database, statistical analysis, or any other studies) other than for providing the treatment to the member or for complying the terms of this agreement except when any disclosure or use of such Confidential Material is authorized by disclosing party in writing. The receiving party shall use the same care and discretion to avoid disclosure of the Confidential Material as it uses with its own similar information that it does not wish to disclose, but in no event using less than a reasonable standard of care. Confidential Material may be disclosed to the receiving party's employees, officers, contractors, consulting doctors, etc. only to the extent such employees, officers, contractors, consulting doctors, etc. have a need to know the contents of such Confidential Material for the purpose(s) for which it was exchanged or for similar or replacement purpose(s) (it being understood that such employees, officers, contractors, consulting doctors, etc. shall be informed of the confidential nature of such Confidential Material and shall be directed not to disclose such Confidential Material and to use such Confidential Material solely for such purpose(s).

6.2 If at any time a party receiving Confidential Material is requested or required as a result of a judicial or regulatory proceeding to disclose any Confidential Material, the receiving party agrees to provide the disclosing party with prompt notice thereof so that the disclosing party may seek an appropriate protective order. If requested by the disclosing party, the receiving party shall reasonably cooperate in obtaining such a protective order. If a party receiving Confidential Material is compelled by a judiciary or regulatory authority to disclose Confidential Material concerning the disclosing party or else stand liable for contempt or suffer other censure, sanction or penalty, the party receiving Confidential Material may disclose such information to the extent required without liability hereunder.



6.3 This clause shall survive the termination/expiry of this Agreement.

**7. WARRANTIES, Declarations and Undertakings of a provider**

7.1 The Service Provider undertakes that it has obtained all the registrations/licenses/approvals required by law in order to provide the Services pursuant to this Agreement and that it has the skills, knowledge and experience required to provide the Services as required in this Agreement.

7.2 The Service Provider undertakes to uphold all requirement of law in so far as these apply to it and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the central or the state govt.

7.3 The Service Provider declares that it has never committed a criminal offence which prevents it from practicing medicines / medical service/ health services and no criminal charge has been established or pending against it by a court of competent jurisdiction.

7.4 The Service Provider has and shall continue to have the doctors, staff and employees with requisite skills, knowledge and experience to provide Services as required in this Agreement.

7.5 The Service Provider has procured and shall always maintain adequate insurance including but not limited employers liability insurance, public liability insurance, professional indemnity insurance and such other insurance as required by law or as specified by the CignaTTK.

7.6 The Service Provider has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary actions (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement.

7.7 The Service Provider meets with the criterion specified in the definition of the Hospital as laid down by IRDA from time to time. The Service Provider also undertakes to inform CignaTTK if at any point of time the Service Provider fails to meet the said criterion. CignaTTK is under obligation to pay claims incurred only during the period the hospital complies with the definition.

7.8 The Service Provider undertakes to provide the Service in a precise, reliable and professional manner to the satisfaction of CignaTTK and in accordance with additional instructions issued by CignaTTK in writing from time to time.

7.9 The Service Provider shall inform CignaTTK forthwith but not later than 3 working days, of the following:

- i. Any withdrawal or cancellation of any license or authorization required for the operation of the Service Provider, or
- ii. Any punitive measures taken against the Service Provider with regard to the standard and quality of services.

**8. General DUTIES, responsibilities & obligations of the Service Provider**

8.1 The Service Provider shall treat the Members of CignaTTK according to best medical practices and with utmost care.

8.2 The Service Provider will extend priority admission facilities to the Members of CignaTTK, subject to availability.

8.3 The Service Provider shall without any delay arrange to secure Pre-Authorization in respect of Services and treatment to be provided to a Member and shall comply with the Pre-Authorization procedure.



- 8.4 The Service Provider shall take Pre-Authorization from CignaTTK each time the period covered by the Pre-Authorization has expired or if any aspect of the treatment has changed.
- 8.5 The Service Provider shall ensure that medical treatment/facility with all due care and accepted standards is extended to the Members.
- 8.6 The Service Provider shall allow CignaTTK official to visit the Member during the hospitalization/Post- hospitalization and check the indoor papers/treatment papers. CignaTTK shall not interfere with the medical team of the Service Provider; however CignaTTK reserves the right to discuss the treatment plan with the treating doctor. Further access to medical treatment records and bills prepared by the Service Provider will be allowed to CignaTTK upon request.
- 8.7 The Service Provider shall also comply with present or future policies of CignaTTK in respect of standardized billing, ICD coding, use of portal etc. and if mandatory by statutory requirement both parties agree to review the same.
- 8.8 The Service Provider will convey to its medical consultants to hospitalize the Member only for the required number of days as is necessary for relevant treatment and carry only the required investigations and treatments for the ailment, which he is admitted for. Any other incidental investigation required by the Member on his request needs to be approved separately by CignaTTK and if it is not covered under CignaTTK policy it will not be paid by CignaTTK and the provider needs to recover it from the Member. In all such cases, Service Provider will have to inform the Member that he will have to bear the cost of the same.
- 8.9 The Service Provider shall ensure that no confidential information is shared or made available by the Service Provider or any person associated with it to any person or entity not related to the Service Provider without prior written consent of CignaTTK.
- 8.10 The Service Provider shall provide cashless facility to the Member in strict adherence to the provisions of this Agreement.
- 8.11 The Service Provider shall provide the best of the available medical facilities to the member.
- 8.12 For the ease of Members, the Service Provider shall display the recognition and promotional material, network status and procedures for admission supplied by CignaTTK at prominent locations, preferably at the reception and admission counter/TPA desk and Casualty/Emergency departments. The Service Provider shall ensure that its staff obtains Pre-Authorization as per the CLAUSE 3.
- 8.13 The Service Provider shall have no objection to CignaTTK using the Service Provider's name, as a Service Provider to CignaTTK and also list the Service Provider in the communication with Beneficiaries, etc.
- 8.14 The Service Provider shall not discriminate any beneficiary of CignaTTK in rendering or Providing agreed healthcare services and offers to extend the kind or type of services, which a beneficiary is entitled as per his / her policy terms and conditions which will be specified in his letter of authorization.
- 8.15 The Service Provider shall not under any circumstances suggest or recommend or inform the beneficiary approaching the Service Provider for cashless service, that he/she may opt for Medical Reimbursement either in lieu of or in addition to cashless facility extended by the Insurance Company.





8.16 The Service Provider shall maintain factual medical record documentation as per Indian law and medical ethics.

8.17 The Service Provider shall not inflate rates or indulge in excess billing or excessive diagnostics or medication.

8.18 The Service Provider shall inform CignaTTK of all the relevant details if the Member or any relative requests or asks the Provider to furnish any information which is false or untrue or fraudulent for the purpose of procuring pre-authorization or claim reimbursement, or any other related purpose.

8.19 Due to any reason if the Member does not avail treatment or the Member goes on LAMA (leave against medical advice), or Member referred after the pre-authorization is released, the Service Provider shall intimate to CignaTTK for Cancelling or modifying the Preauthorization immediately.

### 9. Indemnify

9.1 CignaTTK will not be in any way held responsible for the outcome of treatment or quality of care provided by the Service Provider.

9.2 CignaTTK shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Service Provider and the Service Provider shall obtain professional indemnity policy on its own cost for this purpose. The Service Provider agrees that it shall be solely responsible for all claims whatsoever; arising from any deficiency in the Services or any failure to provide identified Service.

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 The provider will indemnify, defend and hold harmless CignaTTK and its employees, directors and officers against any claims, demands, proceedings, actions, damages, costs, and expenses which CignaTTK may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the Service Provider or any of its employees or doctors or medical staff.

9.5 This clause shall survive the termination/expiry of this Agreement.

### 10. TERM & Termination

10.1 This Agreement shall be valid for a period of three (3) years from the effective date of agreement. However, it is understood and agreed between the Parties that the term of this Agreement may be renewed yearly after completion of 3 years upon mutual consent of the Parties in writing, either by execution of a Supplementary Agreement or by exchange of letters.

10.2 CignaTTK reserves the right to terminate this Agreement / suspend Cashless facility with immediate effect:

- i. If the Service Provider violates any of the terms and conditions of this Agreement; or
- ii. In case of any fraud, misrepresentation, malpractice, inadequacy of service or other non-compliance or default on the part of Service Provider; or



- iii. If CignaTTK observes cases of overstay or carrying out of unnecessary tests or other unfair practices without adequate explanation.
- iv. CignaTTK reserves the right not to pay any such bill which as per the understanding of CignaTTK is fraudulent and on the basis of which the termination notice is being served.

10.3 This Agreement may be terminated by either party by giving one month's prior written notice by any means specified under CLAUSE 15 of this Agreement.

10.4 Termination of this Agreement shall not release either Party from its obligations arising under this Agreement prior to such termination.

10.5 The Service Provider shall be obliged to provide cashless authorization to the Beneficiaries during the period of notice by either party.

10.6 Either Party reserves the right to inform public at large about the termination of the Agreement by the method which they deem fit.

10.7 For the avoidance of doubt, the remedies available to the Parties under this Clause 10 are in addition to any other remedy available to them under this Agreement or Applicable Law, whether in contract or in tort.

## 11. GOVERNING LAW & DISPUTE RESOLUTION

11.1 The provisions of this Agreement shall be governed by, and construed in accordance with Indian laws.

11.2 Negotiation- The parties shall attempt in good faith to resolve any controversy, dispute, claim or question arising out of or relating to this Agreement ("Controversy") promptly by negotiation, provided that nothing herein shall be construed to limit, modify or negate the rights and remedies provided to the parties elsewhere in this Agreement (including termination rights) or available to the parties at law or in equity. The parties shall meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Controversy.

11.3 Arbitration -

- i. Any dispute, controversy or claims arising out of or in relation to this Agreement or the breach, termination or invalidity thereof, may be settled by arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996.
- ii. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.
- iii. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- iv. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- v. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.
- vi. The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration agreement in this Clause, shall be governed by and subject to Indian law. All costs of arbitration shall be borne equally by both Parties. The cost of arbitration, and specifically the fees and expenses of the arbitrators, shall be shared equally by the



Parties unless the award otherwise provides.  
Formal Proceedings-

Notwithstanding anything contained in Clause 11.3, any legal action, suit or proceeding arising out of or with respect to this Agreement shall be brought solely and exclusively in the courts of Mumbai. By executing this Agreement, each party irrevocably accepts the exclusive jurisdiction of the courts specified above and waives any objection to the laying of venue of any such actions, suits or proceedings brought in the courts specified above. Each party further irrevocably consents to the service of process from any of the courts specified above by mailing copies thereof by registered or certified mail, postage prepaid, to such party at its address specified in Clause 15, with such service of process to become effective 10 days after such mailing. Service Provider hereby agrees that CignaTTK may enforce a judgment, lien, injunction or other remedy or relief against Supplier in any court of competent jurisdiction.

#### 12. Non-exclusivity

CignaTTK has a right to avail similar services as contemplated herein from any other Service Provider / institution for the Health Services covered under this Agreement and the Service Provider shall have no objection for the same.

#### 13. Relationship of the Parties

Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agrees not to hold itself or allow its directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

#### 14. Reporting

In the second week of each month, beginning from the first month of the commencement of this Agreement, the provider and CignaTTK shall exchange information on their experiences during the month and review the functioning of the process and make suitable changes whenever required. However all such changes have to be in writing and by way of suitable supplementary agreements or by way of exchange of letters.

Except as otherwise provided herein or otherwise notified to the Service Provider, all official correspondence, reporting, etc., pertaining to this Agreement shall be conducted with CignaTTK at its corporate office at 401 / 402, Raheja Titanium, Western Express Highway Goregaon (East), Mumbai – 400 063.

#### 15. Notices

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party:

- a. By registered mail;
- b. By courier;
- c. By facsimile.

In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given

- If sent by registered mail, seven working days after posting it; and
- If sent by courier, seven working days after posting it; and
- If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.



The notices shall be sent to the other Party to the above addresses (or to the addresses which may be provided by way of notices made in the above said manner):

If to the provider:

Attn: Mr. Jyotirmaya Panda, COO

Tel: 0674-02371406/7/8, M-9090952401

Fax: 0674-2371409

Address Health Park, Pandara, P.O - G.G.P. Colony, Rasulgarh,  
Bhubaneswar - 751025

If to CignaTTK:

Attn: Mr. Kamlesh Manuja

CignaTTK Health Insurance Company Limited

401 / 402, Raheja Titanium, Western Express Highway Goregaon (East),

Mumbai - 400 063

It is clarified that routine operation correspondence such as pre-authorization request, bills, etc, shall be addressed to such address as may be informed by CignaTTK to the Service Provider from time to time.

## 16. Miscellaneous

16.1 Any new provider or treatment centre that is or may in future be owned or managed by the Service Provider after the date of this Agreement may be added to the Agreement between the Parties in writing.

### 16.2 Audit & Inspection -

- i. Service Provider shall keep and maintain, in accordance with industry standard accounting principles and practices, and make available for the inspection, examination, and audit of CignaTTK, its authorized employees, agents or representatives and auditors (collectively, the "CignaTTK Auditors") at all reasonable times, complete and accurate books, records and information in connection with the Services as necessary to demonstrate Service Provider's compliance with its obligations under this Agreement. Service Provider shall permit and cooperate with any inspection, examination or audit by CignaTTK Auditors.
- ii. The Service Provider agrees to have bills audited as and when requested by CignaTTK Auditors on a pre-agreed date and time and on a regular basis.
- iii. CignaTTK shall have the right to inspect the premises of the Service Provider at any time without prior intimation.
- iv. In the event of any non-compliance by the Service Provider with any term of this Agreement (including, without limitation, any overcharges), discovered as a result of any audit / inspection, CignaTTK shall have the right to (at its own discretion) to recover from the Service Provider the amount of any monies overcharged.

### 16.3 Sub-Contracting -

- i. CignaTTK shall be entitled to outsource some or all of the procedures outlined in this Agreement including but not limited to Pre-Authorization and claims processing. CignaTTK will notify the Service Provider of such outsourcing and details of the relevant third party provider and the provisions of this Agreement shall apply accordingly.
- ii. CignaTTK may offer third party providers the same or similar services to those engaged under this agreement. In such circumstances CignaTTK will work with the provider in respect of any offers or negotiations with interested third party providers; however CignaTTK shall make the final decision which the provider shall not object to. The provider agrees to provide the services at the charges to such third party

providers as selected by CignaTTK on the same terms and conditions as set out in this agreement.

#### 16.4 Anti-Corruption -

No consideration has been offered or given in connection with this Agreement, except as detailed herein.

In carrying out its responsibilities under this Agreement, the Provider hereby further represents and warrants that:

(i) it will comply with the Foreign Corrupt Practices Act ("FCPA"), U.K. Bribery Act (as applicable), Indian Penal Code, 1860, The Prevention of Corruption Act 1988, Prevention of Money Laundering Act, 2002 and other applicable laws of India, including anti-bribery laws, as may be amended from time to time in all respects, or any comparable Laws in any country from or to which services or goods are provided by the Provider or any affiliate or agent of the Provider (collectively, the "Anti-Corruption Laws");

(ii) it has not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee, or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government. By way of clarification, a government official or employee includes employees of regulatory bodies, employees or officials of public international organizations, employees of partially or wholly government-owned institutions such as hospitals and clinics, universities, public utilities, partially or wholly government-owned corporations, schools, convention centers and stadiums; and;

(iii) in carrying out its responsibilities under this Agreement, no payments or transfers of anything of value shall be made which have the purpose or effect of unlawful public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

During the term of this Agreement, and for two (2) years after its expiration or termination, CignaTTK may audit any financial and other records of the Provider associated with this Agreement in the event: i) CignaTTK has a reasonable belief that a breach has, or is likely, to occur; or ii) of a legal or regulatory requirement to complete such an audit. Such records may include, without limitation, invoice records, invoices from third parties, contracts with third parties and payments relating to this Agreement.

Notwithstanding any provisions to the contrary, CignaTTK may terminate this Agreement immediately with no liability if (1) CignaTTK reasonably believes that the Provider has breached any of the representations and warranties contained in this Section; or (2) the Provider fails to cooperate with any audit requested under this Agreement. In no event shall CignaTTK be obligated under this Agreement to take any action or omit to take any action that CignaTTK believes, in good faith, would cause it to be in violation of any applicable laws, including any Anti-corruption laws.

The Provider will submit detailed invoices for payment, or reimbursement of expense. Any invoice for reimbursement of expenses incurred shall include written substantiation in the form of a detailed receipt, invoice, or other documentary evidence of the expense incurred. Invoices for services shall contain a detailed description of the specific services rendered, the names of individuals providing the services, as well as the time spent by each individual on each activity.

#### 16.5 Key performance Indicators -

The Service Provider shall at least every 12 months and in a format and on dates agreed by the provider and CignaTTK, provide to CignaTTK summary of quality and service KPI's including



the following information:

- i. Mortality
- ii. Preoperative mortality
- iii. Neo-natal Mortality
- iv. Unplanned readmissions
- v. Return to Theatre
- vi. Unplanned transfers
- vii. Service Provider acquired infections
- viii. Surgical site infections
- ix. Complications

These performance indicators may be updated from time to time by CignaTTK by providing written notice to the Service Provider in writing.

#### 16.6 Use of Names / Marks of CignaTTK

As between the parties, CignaTTK's trademarks, service marks and trade names are the property of CignaTTK, and provider agrees that it shall not use (directly or indirectly) or register any such trademarks, service marks or trade names in connection with any products, services, promotions or publications without CignaTTK's prior approval. In addition, provider shall not remove or alter without CignaTTK's prior approval any trademark, service mark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in materials delivered to provider by or on behalf of CignaTTK.

#### 16.7 Publicity

Provider shall not during the term of this Agreement or thereafter use or permit the use of CignaTTK's name(s) in any advertising or promotional materials prepared by or on behalf of provider without CignaTTK's prior approval. Any public announcement regarding the parties' relationship and the nature of this Agreement shall be coordinated between the parties and shall be in a form agreed upon by the parties.

#### 16.8 Assignment -


The provider may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of CignaTTK, provided whereas that the CignaTTK may assign this Agreement or any rights, title or interest herein to an Affiliate without requiring the consent of the Service Provider.

#### 16.9 Entire Agreement; Amendment-

This Agreement constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties. Any annexure shall constitute an integral part of the Agreement. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the Parties hereto.

#### 16.10 Waiver -

The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.

  
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Should specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

16.12 In case of any contradiction in the terms mentioned above and the enclosed Schedules, the Clauses provided in the Schedules shall prevail.

16.13 Survival –

The provisions of clause nos. 6, 9, 11, 16.6 & 16.7 shall survive the termination/expiry of this Agreement.

### Schedule 1

#### Service Provider Services- Cashless Facility Admission Procedure

The Beneficiary shall be provided treatment free of cost for all such ailments covered under the policy within the limits / sub-limits and the sum insured, i.e., not specifically excluded under the policy.

The Service Provider shall be reimbursed as per the tariff agreed under the service level agreement for different treatments or procedures. The procedure to be followed for providing cashless facility shall be:

#### I. Preauthorization Procedure - Planned Admissions:

1. Request for hospitalization shall be forwarded by Hospitals immediately after obtaining due details from the treating doctor in the preauthorization form prescribed by the Authority i.e. "request for authorization letter" (RAL). The RAL shall be sent electronically along with all the relevant details in the electronic form to the 24-hour authorization /cashless department of the CignaTTK along with contact details of treating physician and the Beneficiary. The CignaTTK's medical team may consult the treating physician or the insured, if necessary.

2. If the treating physician of Hospitals identifies any disease or ailment as pre-existing, the treating physician shall record it and also inform the Beneficiary immediately.

3. In the cases where the symptoms appear vague / no effective diagnosis is arrived at, the medical team of the CignaTTK may consult with treating physician /Insured Person, if necessary.

4. The RAL shall reach the authorization department of CignaTTK 3 days prior to the expected date of admission, in case of planned admission.

5. If "clause 3"above is not followed, the clarification for the delay needs to be forwarded along with the request for authorization.

6. The RAL form shall be dully filled with clearly mentioning Yes or No and/or the details as required. The form shall not be sent with nil or blanks replies.



7. The Authorization Letter shall be given only for the medically necessary treatment cost of the ailment covered and mentioned in the request for hospitalization. Non covered items i.e. non-medical items which are specifically excluded in the policy, like Telephone usage, food provided to relatives/attendants, Service Provider registration fees etc. shall be collected directly from the Insured Person.

8. The authorization letter by the CignaTTK shall clearly indicate the amount agreed for providing cashless facility for hospitalization.

9. In event of the cost of treatment increasing, Hospitals may check the availability of further limit with the CignaTTK.

10. When the cost of treatment exceeds the authorized limit, request for enhancement of authorization limit shall be made immediately during hospitalization using the same format as for the initial preauthorization. The request for enhancement shall be evaluated based on the availability of further limits and may require to provide valid reasons for the same. No enhancement of limit is possible after discharge of Beneficiary.

11. Further CignaTTK shall accept or decline such additional expenses within a maximum of 24 hours of receiving the request for enhancement. Absence of receiving the reply from CignaTTK within 24 hours shall be construed as denial of the additional amount.

12. In case the Beneficiary has opted for a higher accommodation / facility than the one eligible under the policy, Hospitals shall explain orally the effect of such option and also take a written consent from the Beneficiary at the time of admission as regard to owing the responsibility of such expenses by the Beneficiary including the proportionate expenses which have a direct bearing due to up gradation of room accommodation/facility. In all such cases the CignaTTK. shall pay for the expenses which are based on the eligibility limits of the Beneficiary. However Hospitals may charge any advance amount/security deposit from the Beneficiary only in such cases where the Beneficiary has opted for an upgraded facility to the extent of the amounts to be collected from the Beneficiary.

13. CignaTTK guarantees payment only after receipt of RAL and the necessary medical details. The Authorization letter (AL) shall be issued within 48hours of receiving the RAL.

14. In case the ailment is not covered or given medical data is not sufficient for the medical team of authorization department to confirm the eligibility, CignaTTK. shall seek further clarification/ information immediately.

15. Authorization letter (AL) shall mention the authorization number and the amount guaranteed for the procedure.

16. In case the balance sum available is considerably less than the cost of treatment, Hospital shall follow their norms of deposit/running bills etc. However, Hospitals shall only charge the balance amount over and above the amount authorized under the health insurance policy against the package or treatment from the Beneficiary.

17. Once the Beneficiary is to be discharged, Hospitals shall make a final request for the preauthorization for any residual amount along with the standard discharge summary and the standard billing format. Once Hospitals receives final pre-authorization for a specific amount, the Beneficiary shall be allowed to get discharged by paying the difference between the pre-authorized amount and actual bill, if any. CignaTTK. upon receipt of the complete bills and documents, shall make payments of the guaranteed amount to Hospitals directly.

18. Due to any reason if the Beneficiary does not avail treatment at Hospitals after the preauthorization is released the Hospital shall return the amount to the CignaTTK immediately.

19. All the payments in respect of pre-authorized amounts shall be made electronically by the CignaTTK to the provider as early as possible but not later than a week, provided all the necessary electronic claim documents are received by the CignaTTK.

20. Denial of authorization (DAL) for cashless is by no means denial of treatment by the health Facility. Hospitals shall deal with such case as per their normal rules and regulations.





21. CignaTTK shall not be liable for payments to the Hospitals in case the information provided in the "request for authorization letter" and subsequent documents during the course of authorization, is found incorrect or not disclosed.

22. Hospital, CignaTTK shall ensure that the procedure specified in this Schedule is strictly complied in all respects.

23. KYC – KNOW YOUR CUSTOMER form - In cases where the expected claim amount is 1 lac and above, Service Provider should send to CignaTTK the KYC form (duly filled and signed by the Beneficiary) along with RAL, in any case KYC should be sent before discharge. Service Provider has to submit KYC form to CignaTTK along with the claim documents. Please note that in absence of KYC form, CignaTTK will not be in a position to process the claim.

#### **II. Preauthorization Procedure - Emergency Admissions:**

1. In case of emergencies also, the procedure specified in I (1), (2) and (3) shall be followed.

2. The CignaTTK. may continue to discuss with treating doctor till conclusion of eligibility of coverage is arrived at. However, any life -saving, limb saving, sight saving, emergency medical attention cannot be withheld or delayed for the purpose **Schedule-I** of waiting for pre-authorisation. Hospitals meanwhile may consider treating him by taking a token deposit or as per their norms.

3. Once a pre-authorisation is issued after ascertaining the coverage, Hospital shall refund the deposit amount to the Beneficiary if taken barring a token amount to take care of non-covered expenses.

#### **III. Preauthorization Procedure - RTA / MLCs:**

1. If requesting a pre-authorisation for any potential medico-legal case including Road Traffic Accidents, Hospitals shall indicate the same in the relevant section of the standard form.

2. In case of a road traffic accident and or a medico legal case, if the victim was under the influence of alcohol or inebriating drugs or any other addictive substance or does intentional self-injury, it is mandatory for Hospitals to inform this circumstance of emergency to the CignaTTK.

#### **IV. Authorization letter (AL)**

1. Authorization letter shall mention the amount, guaranteed class of admission, eligibility, of the patient or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan for the patient.

2. The Authorization letter will also mention validity of dates for admission and number of days allowed for hospitalization, if any. Hospitals shall see that these rules are strictly followed; else the AL of Payment will be considered null and void.

3. In the event the room category, if any, is not available the same shall be informed to the CignaTTK and the Beneficiary. For such cases, if the Beneficiary is admitted to a class of accommodation higher than what he is eligible for, Hospitals shall collect the necessary difference, if any, in charges from the Beneficiary.

4. The AL has a limited period of validity - which is 15 days from the date of sending the authorization.

5. AL is not an unconditional guarantee of payment. It is conditional on facts presented – when the facts change the guarantee changes.

#### **V. Reauthorization:**

1. Where there is a change in the line of treatment - a fresh authorization shall be obtained from the CignaTTK immediately - this is called a reauthorization.

2. The same pre-authorisation form shall be used for the reauthorization, and the same turnaround times as specified shall apply.




## VI. Discharge:

1. The following documents shall be included in the list of documents to be sent along with the claim form to the CignaTTK. These shall not be given to the Insured Person.
  - a. Original pre authorization request form,
  - b. Original authorization letter,
  - c. Original investigation reports,
  - d. All original prescription & pharmacy receipt etc
  - e. KYC – KNOW YOUR CUSTOMER form <sup>2</sup> In cases where the claim is 1 lac and above, Service Provider should ensure that the KYC form is filled and duly signed by the Beneficiary. Service Provider has to submit KYC form along with the claim documents. Please note that in absence of KYC form, CignaTTK will not be in a position to process the claim.
2. Where the Beneficiary requires the discharge card/reports he or she can be asked to take photocopies of the same at his or her own expenses and these have to be clearly stamped as "Duplicate & originals are submitted to CignaTTK."
3. The discharge card/Summary shall mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries. The clinical detail shall be sufficiently and justifiably informative. In addition, Hospitals shall provide all the relevant details pertaining to past treatment availed by the Beneficiary in the Network Service Provider.
4. Signature of the Beneficiary on final Hospital bill shall be obtained.
5. In the event of death or incapacitation of the Beneficiary, the signature of the nominee or any of Beneficiary's of the family who represents the Beneficiary as such subject to reasonable satisfaction of Hospital shall be sufficient for the CignaTTK to consider the claim.
6. Standard Claim form duly filled in shall be presented to the Beneficiary for signing and identity of the Beneficiary shall be confirmed by the Hospital.

## VII. Billing:

1. The Hospital shall submit original invoices to CignaTTK and such invoices shall contain, at the minimum, following information:
  - a. the Beneficiary's full name and date of birth;
  - b. the policy number;
  - c. the Beneficiary's address;
  - d. the admitting consultant;
  - e. the date of admission and discharge;
  - f. the procedure performed and procedure code according to ICD-10 PCS or any other code as specified by the Authority from time to time;
  - g. the diagnosis at the time treatment and diagnosis code according to ICD-10 or any other code as specified by the Authority from time to time;
  - h. whether this is an interim or final bill/account;
  - i. the description of each Service performed, together with associated Charges,
  - j. the agreed standard billing codes associated with each Service performed and dates on which items of Service were provided; and.
  - k. the Beneficiary's signature (in original).
2. Hospitals shall submit the following documents with the final invoice:
  - a. copy of pre-Authorization letter;
  - b. fully completed claim form or the relevant claim section of the pre-Authorization letter, signed by the Beneficiary and the treating consultant for the treatment performed;
  - c. original and complete discharge summary in standard form and billing form in the standard form, including the treating Consultant's operative notes;
  - d. original investigation reports with corresponding prescription/request;
  - e. pharmacy bill with corresponding prescription/request;
  - f. any other statutory documentary evidence required under law or by the Beneficiary's policy;and

  
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g. photocopy of the Beneficiary's photo identification (eg voter's Smart card/ ID card, passport or driving licence etc ).

h. KYC – KNOW YOUR CUSTOMER form - In cases where the claim is 1 lac and above, Service Provider should ensure that the KYC form is filled and duly signed by the Beneficiary. Service Provider has to submit KYC form along with the claim documents. Please note that in absence of KYC form, CignaTTK will not be in a position to process the claim.

3. Hospitals shall submit the final invoice and all supporting documentation required within 2 days of the discharge date.

#### Schedule-II

Process to Be Followed For De-Empanelment of Hospitals:

##### Step 1 - Putting Hospitalization "Watch-list"

1. Based on the claims data analysis and/ or Hospitals visits, if there is any doubt on the performance of a Hospital, the CignaTTK can put that Hospital on the watch list.

2. The data of such Hospital shall be analysed very closely on a daily basis by the CignaTTK for patterns, trends and anomalies.

##### Step 2 - Suspension of the Hospitals

3. A Hospital can be temporarily suspended in the following cases:

a. For the Hospitals which are in the "Watch-list" if CignaTTK observes continuous patterns or strong evidence of irregularity based on either claims data or field visit of the Hospital, Hospitals shall be suspended from providing services to Beneficiaries and a formal investigation shall be instituted.

b. If a Hospital is not in the "Watch-list", but the CignaTTK observes at any stage that it has data/ evidence that suggests that Hospitals is involved in any unethical practice/ is not adhering to the major clauses of the contract with the CignaTTK involved in financial fraud related to health insurance patients, it may immediately suspend Hospitals from providing services to policyholders/insured patients and a formal investigation shall be instituted.

4. A formal letter shall be send to Hospitals regarding its suspension with mentioning the timeframe within which the formal investigation will be completed.

##### Step 3 - Detailed Investigation

5. The CignaTTK can launch a detailed investigation into the activities of a Hospital in the following conditions:

a. For the Hospitals which have been suspended.

b. Receipt of complaint of a serious nature from any of the stakeholders

6. The detailed investigation may include field visits to the Hospitals, examination of case papers, talking with the policyholders/Beneficiary (if needed), examination of Hospital records etc.

7. If the investigation reveals that the report/ complaint/ allegation against Hospitals is not substantiated, the CignaTTK would immediately revoke the suspension (in case it is suspended). A letter regarding revocation of suspension shall be sent to Hospitals within 24 hours of that decision.

##### Step 4 - Action by CignaTTK

8. If the investigation reveals that the complaint/allegation against Hospitals is correct then following procedure shall be followed:


a. Hospitals must be issued a "show-cause" notice seeking an explanation for the aberration.

b. After receipt of the explanation and its examination, the charges may be dropped or an action can be taken.

c. The action could entail one of the following based on the seriousness of the issue and other factors involved:

i. A warning to the concerned Hospital,

ii. De-empanelment of the Hospital.

  
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**Step 5 - Actions to be taken after De-empanelment**

10. Once a Hospital has been de-empanelled by CignaTTK following steps shall be taken:
- a. A letter shall be sent to Hospitals regarding this decision.
  - b. This information shall be sent to all the other Insurance Companies which are doing health insurance business.
  - c. An FIR shall be lodged against Hospitals by the CignaTTK at the earliest in case the de-empanelment is on account of fraud or a fraudulent activity.
  - d. The CignaTTK which had de-empanelled Hospitals may be advised to notify the same in the local media, informing all policyholders/Beneficiary about the de empanelment, so that the beneficiaries do not utilize the services of that particular Hospital.
  - e. If Hospitals appeals against the decision of the CignaTTK, the aforementioned actions shall be subject to the dispute resolution process agreed in the service level agreement.

SIGNED AND DELIVERED BY the Service Provider, the within named Mr. Jyotirmaya Panda, by the Hand of Chief Operating Officer, it's Authorized Signatory.

In the presence of:

SIGNED AND DELIVERED BY CignaTTK Health Insurance Company Limited, the within named CignaTTK, by the hand of Dr. Arun Peshora, it's Authorized Signatory.

*Arjun*

In the presence of:

**Annexure - A**  
**List of Generally Excluded Items in Hospitalization Policy**

**Annexure-B**  
**Standard Discharge Summary**

**Annexure-C**  
**Standard Format of Hospital/Nursing Home Bill**

**Annexure-D**  
**List of Third Party Administrators (TPAs)**

*2/2*  
*02/06/16*

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