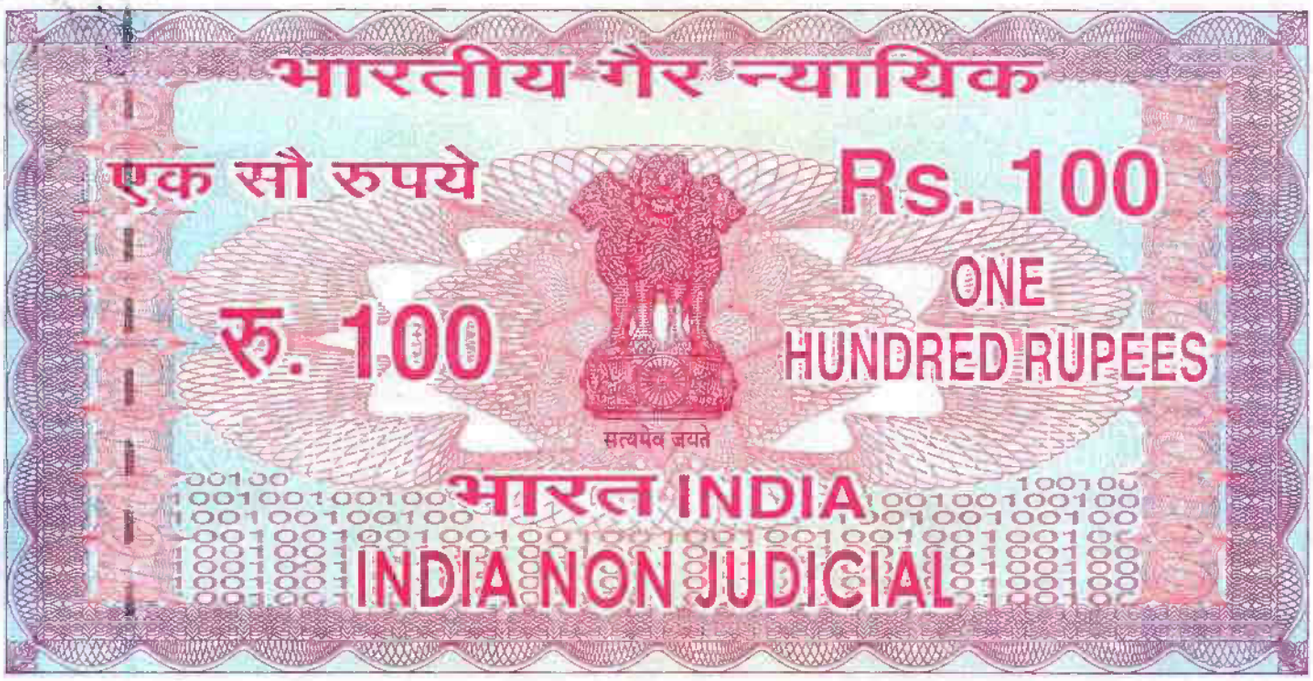

ଓଡ଼ିଶା ओड़िशा ODISHA K 597140

SAFEWAY INSURANCE TPA PVT. LTD.

815, Vishwa Sadan, District Centre, Janak Puri, New Delhi-110058.
Tel.: 011-45451300, Fax: 011-41425672
Email: networking@safewaytpa.in

MEMORANDUM OF UNDERSTANDING (MOU)

Provider No. 13924

This Agreement made at _____ on this 17th day of Sep 2019

BETWEEN

Insurance Company's listed in Annexure VI & duly registered with IRDA under the Insurance Act, 1938. Hereinafter called the "**Insurer**" of the ONE PART.

AND

HI-TECH MEDICAL COLLEGE & HOSPITAL, BHUBANESWAR , Bearing Registration No. 345/04 ROHINI ID. 8900080326811 Owned and run by VIGYAN BHARATI CHARITABLE TRUST being a registered public charitable Trust / private body / individual having its office at PANDARA, RASULGARH,BHUBANESWAR-751025,ODISHA herein after referred as **"Network Provider"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the persons for the time being and from time to time constituting the said private organization /Trust, survivors or survivor of them) of the SECOND PART.

AND

Third Party Administrator licensed by the Insurance Regulatory and Development Authority under the Third Party Administrator - Health Services Regulation 2016 **(Safeway Insurance TPA Pvt Ltd.** 815, Vishwasadan, District Centre, Janak Puri, New Delhi 110058 IRDA **License No. 026)** (herein after referred to as the **"Insurance TPA"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the THIRD PART.

Safeway Insurance TPA Pvt. Ltd. 815 Vishwasadan District Centre Janak Puri New Delhi-110058

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar

("The Insurer", "Network Provider" and the "TPA" are individually referred to as a "party" and collectively as "parties")

WHEREAS

1. The Insurer has agreed to provide health insurance to the individuals / group members (hereinafter called "the Beneficiaries")

2. The Network Provider agrees to extend medical facilities and treatment to the individuals/group members (hereinafter called "the Beneficiaries") who require medical treatment and are duly covered under the Health Insurance policies issued by the Insurer.

3. **Safeway TPA** a Third Party Administrator licensed by the IRDA under the Third Party Administrator - Health Services Regulation 2016 under License No 26 and having its registered office at New Delhi will be administering the health policy services of the provider on behalf of insurance companies

4. The Provider has accepted the offer made on the terms and conditions herein after appearing

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

Clause 1: Standard Definitions & Interpretation

The terms and expressions appearing in this agreement shall have the meanings for the purpose of this Agreement as defined under the Insurance Regulatory and Development Authority (Health Insurance) Regulations, 2016 and/ or the Guidelines on Standardization in Health Insurance and Amendments thereto issued by IRDA from time to time. For further clarification on regulations, you may visit their website irdai.gov.in

Clause 2: Warranties by Insurer

1. Insurer under this MOU is obligated to pay to the Provider (for the necessary medical treatment given to the Beneficiary provided the Provider has fulfilled all the necessary conditions as mentioned)

2. This agreement is signed by a person duly authorized by insurer and all the terms and conditions contained in this agreement are binding on the Insurer.

3. The Insurer will deduct the TDS or any applicable taxes as per law from time to time while settling the bills. If any exemption is available to the provider they must inform the insurer in advance.

Clause 3: Identification of Beneficiary

1. The beneficiaries will be identified by the Network Provider on the basis of Health cards issued to them bearing the logo and the title of the Insurer/TPA. Network Provider must also collect one additional Govt. approved photo ID card such as Driving License, Passport, Aadhar Card, Election Card or PAN Card.

2. For the ease of beneficiary, the Network Provider shall display the recognition and promotional material, network status and procedures for admission, supplied by Insurer/TPA at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments. The Network Provider also needs to inform their reception and admission-facilities regarding the procedures of admission and obtaining pre-authorization

Safeway Insurance TPA New Delhi-110003

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

3. It shall be the responsibility of the provider to identify the beneficiary and mandatorily take a photocopy of the Health card, to be submitted later with the bill or to keep as proof of the beneficiary being treated. If beneficiary card is not available with the Insured for the purpose of identification Network Provider can also collect Government Approved photo ID cards such as Driving License, Passport, Aadhar Card, Election Card or PAN Card. (Also would cover AMD) In case of infant Children identification card of the Insured parent would be accepted..

4. In the event of the Provider, bona fide, believing that the identity card or the authorization letter is not genuine then the Provider shall contact TPA / Insurer and address the same.

Clause 4: Scope of services provided by the Network Provider

Cashless facility admission procedure:

The procedure to be followed for providing cashless facility shall be:-

4A. Pre-authorization Procedure- Planned Admissions:

1. Request for hospitalization shall be forwarded by the provider immediately after obtaining due details from the treating doctor /beneficiary in the pre-authorization form prescribed i.e. "request for authorization letter" (RAL) as per **Annex-I** (as per IRDA guidelines this form may change from time to time which will be informed, accordingly). The RAL shall be sent along with all the relevant details in the electronic form to the 24-hour authorization /cashless department of the insurer or its representative TPA along with contact details of treating physician and the insured. The insurer's or its representative TPA's medical team may consult the treating physician or the insured, if necessary.

2. If the treating physician identifies any disease/illness/condition as pre- existing,the treating physician shall record it and also inform the insured immediately.

3. In the cases where the symptoms appear vague / no effective diagnosis is arrived at, the medical team of the insurer or its representative TPA may consult with treating physician /insured, if necessary.

4. The RAL shall reach the authorization department of insurer or its representative TPA 7 days prior to the expected date of admission, in case of planned admission.

5. If "clause 4"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 or without signature & Stamp of hospital/doctor.

7. The guarantee of payment shall be given only for the medically necessary treatment

Safeway Insurance TPA

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

cost of the ailment covered and mentioned in the request for hospitalization. As per IRDA approved list of Non covered items i.e. non-medical items which are specifically excluded in the policy, like Telephone usage, food provided to relatives/attendants, Provider registration fees etc. shall be collected directly from the insured. Indicative list of inadmissible items provided as per **Annex-III**

8. The authorization letter by the insurer or its representative TPA shall clearly indicate the amount agreed for providing cashless facility for hospitalization.

9. In the event of the cost of treatment increasing the agreed amount, the provider may check the availability of further limit with the insurer or its representative TPA.

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 insured.

11. Further the insurer 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 the insurer within 24 hours shall be construed as denial of the additional amount.

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

13. Insurance company 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, insurer or its representative TPA can deny the authorization.

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,

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

Provider shall follow their norms of deposit/running bills etc. However, provider shall only charge the balance amount over and above the amount authorized under the health insurance policy against the package or treatment from the insured.

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

18. Due to any reason if the insured does not avail treatment at the Provider after the preauthorization is released, the Provider shall cancel the Pre-authorization and intimate to TPA immediately.

19. All the payments in respect of pre-authorized amounts shall be made electronically by the insurer to the Network provider as early as possible as but not later than a 30 days from the date of receipt of all claim documents, which may be reconciled by reaching us on website www.safewaytpa.in by your login ID and Password .

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

21. Insurer shall not be liable for payments to the providers 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. Provider, Insurer and its representative TPA shall ensure that the procedure specified in this Schedule is strictly complied in all respects.

4.B Preauthorization Procedure - Emergency Admissions:

1. Request for hospitalization shall be forwarded by the provider immediately after obtaining due details from the treating doctor/beneficiary in the pre-authorization form prescribed i.e. "request for authorization letter" (RAL) as per **Annex-I** (this form may change from time to time which will be informed, accordingly). The RAL shall be sent along with all the relevant details in the electronic form to the 24-hour authorization /cashless department of the insurer or its representative TPA along with contact details of treating physician and the insured. The insurer's or its representative TPA's medical team may consult the treating physician or the insured, if necessary.

2. The insurer or its representative TPA may continue to discuss with treating doctor till conclusion of eligibility of coverage is arrived at. However, any lifesaving, limb

Safeway Insurance TPA Pvt. Ltd. New Delhi-110095

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhu...

Saving, sight saving, emergency medical attention cannot be withheld or delayed for the purpose of waiting for pre-authorization.

4.C Preauthorization Procedure - RTA / MLCs:

1. If requesting a pre-authorization for any potential medico-legal case including Road Traffic Accidents, the Provider shall indicate the same in the relevant section of the standard form along with copy of MLC.

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 for the Provider to inform this circumstance of emergency to the insurer or its representative TPA.

4.D 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. The Provider shall see that these rules are strictly followed; else the AL 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 insurer or its representative TPA and the insured. For such cases, if the insured is admitted to a class of accommodation higher than what he is eligible for, the provider shall collect the necessary difference, if any, in charges from the insured.

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.

4.E Reauthorization:

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

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

4.F Discharge Procedure:

1. The following documents shall be included in the list of documents to be sent along with the claim form to the insurer or its representative TPA. These shall not be given to the insured:

Saleway Insurance TPA Pvt. Ltd. Vishwasdan Disch. Centre New Delhi-110058

Chief Operating Officer
Hi-Tech Medical College & Hos
Health Park, Rasulgarh

a) Original pre authorization request form,
b) Authorization letter,
c) Original Discharge Card & Final Hospital Bill
d) All original investigation reports, prescription, invoice & pharmacy receipt etc.

2. Where the insured 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 insurer".

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.

4. Signature of the insured on final Provider bill shall be obtained.

5. In the event of death or incapacitation of the insured, the signature of the nominee or any of insured's of the family who represents the insured as such subject to reasonable satisfaction of Provider shall be sufficient for the insurer to consider the claim.

6. Standard Claim form duly filled in shall be presented to the insured for signing and identity of the insured shall be confirmed by the provider.

Network Provider agrees to comply with the present & future requirements of insurers like standardized pre-authorization form/discharge summary/billing, ICD-10 coding etc. In case Network Provider doesn't have such facility at their end, they agree to get such services outsourced to a competent agency at their own cost. The following formats have been provided with the MOU to be followed in this respect:

1. "Request for authorization letter" (RAL) as per **Annex-I**
2. Standard Format for Hospital Bill ----- **Annex-II**
3. Indicative list of inadmissible items provided as per **Annex-III**
4. Standard Format with guidelines for Discharge Summary ---- **Annex-IV**
5. Standards and benchmarks for hospitals in provider network—**Annex-V**

4.G Billing Procedure:

1. The Provider shall submit original invoices directly to insurer or its representative TPA and such invoices shall contain, at the minimum, following information:

a. the insured's full name and date of birth;
b. the policy number;
c. the insured'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 of treatment and diagnosis code according to ICD-10 or any other

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar

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 provide; and.
k. The insured's signature (in original).

2. **The Provider shall submit the following documents with the final invoice**:
Original pre-authorization form; and signed copy of authorization letter issued by insurer or TPA
a. fully completed claim form or the relevant claim section of the pre-authorization letter, signed by the insured and the treating consultant for the treatment performed;
b. original and complete discharge summary in standard form and billing form in the standard form, including the treating Consultant's operative notes;
c. original investigation reports with corresponding prescription/request;
d. pharmacy bill with corresponding prescription/request:
e. any other relevant and/or statutory documentary evidence required under law or by the insured's policy; and
f. Photocopy of the insured's photo identification (e.g. voter's Smart card/ ID card, passport or driving license etc.).
g. Evidence of use of Implants/Lens, like bar coded stickers in original.
h. Invoice in support of Implant cost

3. **The Provider shall submit the final invoice and all supporting documentation required within 2 days of the discharge date Service network provider may endeavor to provide all claim records electronically including indoor case record.**

4.I . Limitations of Liability and Indemnity.

i. TPA/ Insurer will not interfere with the treatment and medical care provided to the patients. TPA/ Insurer will not be in any way held responsible for the outcome of treatment or quality of care provided by the Provider.

ii. TPA/ Insurer shall not be liable or responsible for any acts of omission or commission of the Doctors and other medical staff of the Provider.

iii. The Provider shall alone be liable to pay any costs, damages and/or compensation demanded by the patients for poor, wrong or bad quality of the test report or treatment given to the patient by the Provider.

iv. Billing disputes will be resolved amicably between the Provider and the Insurer.

4. H: General Provisions:

1. The Provider shall subject to the availability of the beds extend priority admission facility to the beneficiaries.

2. The Provider hereby ensures that it has cover of adequate insurance policy against any error or omission in treatment as also negligence by its doctors and Para-medical staff and shall keep such policies in force during the subsistence of this agreement.

Chief Operating Officer
Hi-Tech Medical College & Hosp
Health Park, Rasulgarh, Bhubanes

3. The Provider shall endeavor to have an officer of the Provider assigned for the patients and shall endeavor to ensure that such officer learns various types of medical benefit offered by different insurance plans.

4. The Provider shall allow the qualified medical representatives of TPA/ INSURER to visit the patients and generally discuss the medical treatment to be given by the Provider to the patients provided always the final decision with respect to the line of treatment to be given to the patients shall be that of the Provider and its team of doctors, and the representatives of TPA/INSURER shall not interfere with the same, However they have the right to know the treatment plan and discuss the same with the provider.

5. If found necessary by TPA/INSURER to depute an authorized representative, the Provider shall allow with prior appointment or otherwise, the authorized representatives to have an access to the standardized billing and medical records, Electronic Medical Records, Indoor Case Papers, (Without any charge) International Coding of Diseases after the patient is discharged or during the period of the hospitalization. Provider will not charge any additional cost

6. The Provider shall comply with the statutory requirements and follow the law of the land and all the conditions and clauses mentioned in Annexure V.

7. Network Provider agrees to have medical audit/bills audit, periodically, and as and when necessary through an authorized person(s) appointed by TPA/Insurer. Free access will be provided to all systems and data related to medical bill under audit, whether physical or electronic, whenever asked by such representative

8. The Provider will convey to the Doctor treating the patient to keep the patient only for the required number of days of treatment and carry out only the required investigation and treatment for the ailment for which he/she is admitted and the decision in this regard of the attached Doctor shall be final and binding on the parties. In the event of any complications and/or emergency the treatment for the same will be included and permitted as necessary treatment and the attached Doctor shall at all times have the rights to treat the patient as he/she considers in his/her absolute discretion fit and necessary. Any other investigations required by the patient for his/her benefit are not reimbursable and hence not payable by TPA/INSURER and the Doctor will inform the patient that he/she will have to bear the costs of the same. However if there is any deviation in the line of treatment or from the information given in the Pre - Authorization request TPA/INSURER shall not be considered liable and the patient will have to bear the cost for the same and the provider would be required to recover the same from the patient.

9. The agreement is subject to the agreed package charges from time to time and for rest of the diseases/procedures, the detailed schedule of charges to be submitted by the Provider, which has to be agreed by Insurer/TPA.

10. Provider agrees to deal with Insurer/TPA and will guarantee the confidentiality of the Insurer/TPA data.

11. AL is issued on behalf of the first party (As per format attached) and after approval of the first party and all payment rights/liabilities/obligations would be to the account of the first party.

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar

12. In case the provider has any issues, the same needs to be clarified urgently with the Insurer/TPA, as the case may be. Any harassment or denial of service to the insured/ beneficiary without prior notice to the TPA/Insurer shall be construed as violation of this Agreement.

13. The TPA /Insurer shall conduct surprise checks of the provider to ensure display of posters and also check the knowledge of the provider's staff about the cashless process and recognition of ID cards, and generally the quality and nature of services provided by the provider. Any deficiencies as observed during the course of any such inspection shall also be regarded as violation of the agreement.

This agreement super cedes all earlier agreements signed by the Safeway individually.

Clause 5: TARIFF SCHEDULE.

1. The Provider will submit their Tariff schedule for the approval of insurer. The Provider if already on the network will continue as per the rates accepted on date and will have to inform TPA/INSURER in case of any changes. And changes will be applicable only after agreement with the Insurer. . New services or new procedures must be discussed and rates agreed upon prior to providing services.

2. Any revision in the schedule of tariff has to be by mutual consent only, otherwise the payment will be effected as per the agreed schedule of tariff in the MOU.

3. Any revision in schedule of tariff is effective only from the date of approval of the revised schedule of tariff by TPA/INSURER in writing.

4. Tax Deduction at source (TDS):- Income tax would be deducted by the first party (Insurer) U/s 194J at applicable rate as per Income Tax Act, 1961 from the Bill amount and deposited with Govt. At the year end, and TDS Certificate will be issued for such deduction of TDS amount.

5. Other than agreed packages the Network Providers agree to provide _____**discount on Total Bill** from the Standard Charges (SOC's) in line with the Package rate and all discount benefit would be provided to the insured in Final Billing at the time of Discharge itself.

6. Provider agrees with the below mentioned clauses pertaining to Package Charges –
6.1 Provider should charge as per the attached package charges (which is subject to change only with mutual understanding in writing). Such package charges must be inclusive of stay, medicines, investigations, consumables, surgical fees, operation theatre etc. No additional payment would be entertained unless the medical team of TPA agrees with treating consultant for any deviation and the Provider explains the insured patient that no amount will be admitted beyond the PPN package by the TPA/Insurer and takes a written undertaking from the insured patient that no claim will be lodged for this amount from the TPA/Insurer.

Safeway Insurance TPA

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasuigarh, Bhubaneswar-25

62 Provider agrees that if two procedures are done in a single hospitalization then full package for Major/1st procedure and 50% of the Minor/2nd Procedure will be considered for settlement. In case there is a third procedure that will be considered at 25% and so on.

Clause 6: PAYMENT TERMS AND CONDITIONS.

1. Insurer hereby agrees and undertakes to pay all the eligible bills within 30 working days of the receipt of the complete claim docket along with the bill at Insurer/TPA office along with all the documents mentioned above.

2. In case certain billed items do not tally with the corresponding reports; the related bill amount will be held back from payment of the final bill, which means Insurer shall make part payment of the total billed amount to the Provider for which Insurer is satisfied that the same is payable under the Bill. Due reason for such deductions, if any, will be given at the time of settlement of bills by Insurer to the Provider. Clarification by the Provider may be sent within 15 days of receiving the part payment as afore stated to receive the remaining payment if the Provider wishes to collect the balance amount.

3. Payment will be done directly by the Insurer to the Provider by NEFT /Electronically

4. If Provider fails to fulfill the deficiency raised by TPA within a period of 7 working days from the date on which such deficiency is raised,
   a. In case where the deficiency does not pertain to the admissibility of the claim, the claim shall be short paid mentioning the reasons.
   b. In case where the deficiency pertains to the admissibility of the claim, the claim shall be closed mentioning the reasons.

5. In case the claim file along with the relevant & complete set of documents is not forwarded to TPA within the prescribed period stipulated, TPA and Insurer will not be liable for making payment against such claims for delayed submission of claims files.

6. The Provider shall submit its queries regarding payment to TPA within 15 working days from the date of payment or the date of closure as the case may be.

7. Acceptance and encashment by the Provider would be construed as due receipt if a Provider omits to send a stamped receipt for the payment received.

8. The power to deny a claim lies solely & only with the Insurer.

9. The provider shall comply with the regulations, circulars, guidelines and directions that may be issued by the Authorities from time to time.

Clause 7: CONFIDENTIALITY.

The parties hereto undertake to protect the secrecy of all the data of / the patient and trade or business secrets of the Provider and Insurer and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration. Provided always in case of any legal action which may filed by a patient and/or his/her relatives against the Provider or its doctors it will be open for the Provider to submit all the documents to the concerned Court/Tribunal.

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-751010

Provider specifically agrees to deal directly with Insurer/TPA and will not share the data with any 3rd party

Clause 8: TERMINATION.

1. TPA and Insurer or the Provider shall reserve the right to terminate the agreement by giving 30 days prior notice in writing.

2. However, in case of gross breach of terms and conditions of this MOU by the provider, TPA and/or Insurer shall reserve the right to terminate the MOU with immediate effect.

Gross breach would include inter alia acts such as:

a. Failure to perform any material obligation under this Agreement, by the Provider.
b. The failure to maintain any license, certification or accreditation required to conduct business or perform under this Agreement
c. if Provider is declared bankrupt or insolvent, approves a petition seeking reorganization of the party or appoints a receiver, trustee, or liquidator for all or a substantial part of the party's assets
d. If there is a change in the controlling interest of either party which affects its financial ability or performance under this Agreement.
e. If any claim is/are in any respect fraudulent, or if any fraudulent means or devices are used by the Provider or anyone acting on his behalf to obtain any benefit under this MOU, Before terminating or modifying this MOU the provider will be given appropriate and enough time and opportunity to explain its stand.
f. The above list is only illustrative and not exhaustive.

3. In the event this agreement is terminated and a Beneficiary remains under care at the Provider on or after the effective date of such termination, Provider shall be obliged to continue the provision of Health Services to that Beneficiary as per the actual agreement, until he or she is discharged. The Provider agrees not to bill Beneficiary for services if authorized by TPA, and hold the Beneficiary Person only financially responsible for non-authorized expenses. Insurer shall render payment in accordance with the issued Authorization Letter and in the amounts established by this Agreement.

4. TPA will provide administrative services as described in this Agreement for any claims that were incurred prior to the termination of this Agreement, so long as authorization and coverage under the benefit plan exist.

Clause 9: PROCEDURE FOR DE-EMPANELLEMENT OF NETWORK PROVIDER

Steps 1 - Putting the Provider on "Watch-list"

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-2

1. Based on the claims data analysis and/ or the Provider visits, if there is any doubt on the performance of a Provider, the Insurance Company can put that Provider on the watch list.
2. The data of such Provider shall be analyzed very closely on a daily basis by the Insurance Company for patterns, trends and anomalies.

Step 2 - Suspension of the Provider

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

a. For the Providers which are in the "Watch-list" if the Insurance Company observes continuous patterns or strong evidence of irregularity based on either claims data or field visit of Providers, the Provider shall be suspended from providing services to policyholders/insured patients and a formal investigation shall be instituted.

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

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

Step 3 - Detailed Investigation

5. The Insurance Company can launch a detailed investigation into the activities of a Provider in the following conditions:
a. For the Providers 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 Providers, examination of case papers, talking with the policyholders/insured (if needed), examination of Provider records etc.

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

Step 4 - Action by the Insurance Company

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

Schedule-II

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

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Bhubaneswar, Odisha

factors involved:

i. A warning to the concerned Provider,
ii. De-empanelment of the Provider.

9. The entire process should be completed within 30 days from the date of suspension.

Step 5 - Actions to be taken after De-empanelment

10. Once a Provider has been de-empanelled by insurer, following steps shall be taken:
a. A letter shall be sent to the Provider regarding this decision.
b. This information shall be sent to all the other Insurance Companies which are doing health insurance business.
c. The Insurance Company which had de-empanelled the Provider may be advised to notify the same in the local media, informing all policyholders/insured about the de-empanelment, so that the beneficiaries do not utilize the services of that particular Provider.
d. If the Provider appeals against the decision of the Insurance Company, the aforementioned actions shall be subject to the dispute resolution process agreed in the service level agreement.

Clause 10: Continuation of Services.

Even if the agreement between TPA and Insurer is terminated the provider shall continue providing services to the above mentioned Insurer.

Clause 11: Non- Exclusivity

TPA and Insurer reserve the right to appoint other Providers and the Provider shall have no objection for the same.

Clause 12: JURISDICTION.

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

12.2. Any disputes, claims arising out of this Agreement are subject to Arbitration and jurisdiction exclusively of Delhi Courts. Any dispute and differences arising between the parties shall be adjudicated and resolved by a Sole Arbitrator appointed by TPA and Insurer as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereof

12.3. 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.

12.4. The place of arbitration shall be and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Indian Rupees.

12.5. 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.

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

12.6. 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.

12.7. 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.

12.8. The cost of the arbitration proceeding would be borne by the parties on equal sharing basis.

12.9. Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from any party.

Clause 13: Commencement.

The Effective Date of this Agreement is the date of signature by the Parties (if signed by the parties on separate dates, the latter of the three) and shall remain in full force and effect for 12 full months after the Date of Signing and shall automatically renew for subsequent years term, unless terminated as provided for in Clause 8

Clause 14: General Conditions

14.1 Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, but not limited to: natural disaster (earthquake, hurricane, flood); war, riot or other major upheaval; performance failures of external parties to the Agreement (e.g., disruptions in telephone service attributable to the telephone company). As a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice of the occurrence. Dates by which performance obligations are scheduled to be met will be extended as agreed between the parties.

14.2 During the term of this Agreement the Provider authorizes TPA and INSURER to make reference to the Provider and its affiliated providers as part of "TPA" Provider Network to the Beneficiaries. Provider, provider affiliates, and "TPA" shall not otherwise use the other Party's name, symbol or service mark without prior written consent, which shall not unreasonably be withheld.

14.3 All notices from one party to the other party pursuant to this Agreement shall be in writing and shall be delivered either personally, by nationally recognized overnight delivery service, courier services, or by certified or registered post.

14.4 The date of receipt and effective date of the notice will be determined as follows:
a) The date on the signed receipt if delivered personally, by overnight service, or courier.
b) The date indicated on the return receipt if delivered by registered or certified mail.

14.5 It is agreed by and between the parties:-
a The Article and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or intention of this Agreement.

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

b. No amendment to this Agreement is valid unless it is reduced to writing and duly signed by all the parties, unless the amendment is deemed to be automatic as per the terms of this agreement.

c. In the event of any inconsistency between the provisions of this Agreement and the Schedules/annexures hereto, the provisions of the Agreement shall prevail over that of the Schedule. However, both the parties agree and understand that the IRDA guidelines on Standardization of Health Insurance issued vide **IRDA/HLT/REG/CIR/146/07/2016** dt. **29.07.2016** and the IRDA (Health Insurance) Regulations, 2016, the parties shall be bound by the same. In case there is any inconsistency or repugnancy between the provisions of the aforesaid IRDA Guidelines and Regulations on the one hand and the provisions this Agreement on the other, the parties shall be bound by the former for all their intents and purposes. The parties hereto agree that the provisions of this agreement are in addition to and not in derogation of any of the provisions of the aforesaid IRDA Guidelines and Regulations, and that the same shall be deemed to have been engrafted in this agreement.

d. If any or more provisions of this Agreement, or any part or parts thereof, should, for any reason, be found to be illegal, unenforceable or of no effect in any respect, the same shall be severed from this Agreement and the remaining provisions shall be valid and binding and shall not in any way be affected or impaired thereby.

e. The Insurer shall have discretion at all times, in modifying, adding, deleting or cancelling the contents of this agreement, at its sole discretion, and that the other parties shall be bound by the same.

f. Any express waiver of any term or condition in this Agreement or waiver of a breach of such term or condition shall not constitute a waiver of any of the other terms and conditions or of any future breach or breaches of any term or condition or operate as a continuing waiver.

g. Neither party can assign its right and obligations under this Agreement to any third party, without the prior written consent of the other two parties. However, this shall not apply to any right or obligation that would befall any party to this agreement on account of portability of insurance (subject to the Regulations of IRDA) as opted by any insured in terms of the IRDA (Health Insurance) Regulations, 2016 or any amendment modification thereto.

h. Neither party shall transfer its rights or obligations in any manner what so ever without the prior consent of the other parties.

i. This agreement is entered into by the parties hereunto on principal to principal basis, and as such neither party shall be deemed to be the agent of the others or partner of the others.

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

1. SIGNED SEALED AND DELIVERED by the within named_____

Insurance Company Ltd. by the hand of its duly Constituted Attorney

Through _____

In the presence of _____

2. SIGNED SEALED AND DELIVERED by the HI-TECH MEDICAL COLLEGE & HOSPITAL

Provider by the hand of its duly Constituted Attorney

Through MR. JYOTIRMAYA PANDA
CHIEF OPERATING OFFICER

In the presence of Kishore Swain
Section Officer

3. SIGNED SEALED AND DELIVERED by the SAFEWAY INSURANCE TPA PRIVATE LIMITED

Through Mr.Vijender Kumar
Head- Provider Network

FOR SAFEWAY INSURANCE TPA PVT. LTD.

AUTHORISED SIGNATORY

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-2

ANNEXURE – VI

Name of Insurance Company	Registered Office	Name of Authorized Signatory with Designation	Signature	Date of Signing MOU
National Insurance Company Ltd	3, Middleton Street, Prafulla Chandra Sen Sarani , Kolkata, West Bengal, 700071			
The New India Assurance Company Ltd	#87, M.G.Road, Fort, Mumbai 400001			
The Oriental Insurance Company Ltd	Oriental House, A-25/27 Asaf Ali Road, New Delhi - 110002			
United India Insurance Company Ltd	24, Whites Road, Chennai - 600014			
IFFCO Tokio General Insurance Company Limited	IFFCO Tower, Plot No. 3, Sector 29,Gurgaon - 122001 Haryana			
Royal Sundaram General Insurance Co. Limited	No. 21, Patullos Road, Chennai - 600 002			
Religare Health Insurance Company Limited	Vipul Tech Square, Tower C, 3rd Floor, Sector – 43, Golf Course Road, Gurgaon – 122009