

**ILO/STEP – CHSSS - PLAN INTERNATIONAL (INDIA)
TECHNICAL WORKSHOP:**

“Answering the Health Insurance Needs of the Poor:
Building up Tools for Awareness, Education and Participation”

New Delhi, India Habitat Centre, May 29-31, 2006

ABSTRACT

- The type of relationship to be developed with a health provider is of the utmost importance for any health micro-insurance scheme since it relates to its main function: the delivery of healthcare services
- It is essential to look carefully at the best mechanism to adopt when tying up with a health provider willing to be associated to the scheme
- The final agreement should always take the form of a formal arrangement
- There are different levels and types of contracting
- Since health insurance is the only insurance sub-sector where you don't have to suffer first the damage, the loss or the cost, the provision of cashless services is the most common type of contracting arrangement
- This financial mechanism should be complemented by other personal services provided to the members
- More sophisticated arrangements, although proving more efficient in dealing with the over-prescription risk still remain the exception in India...

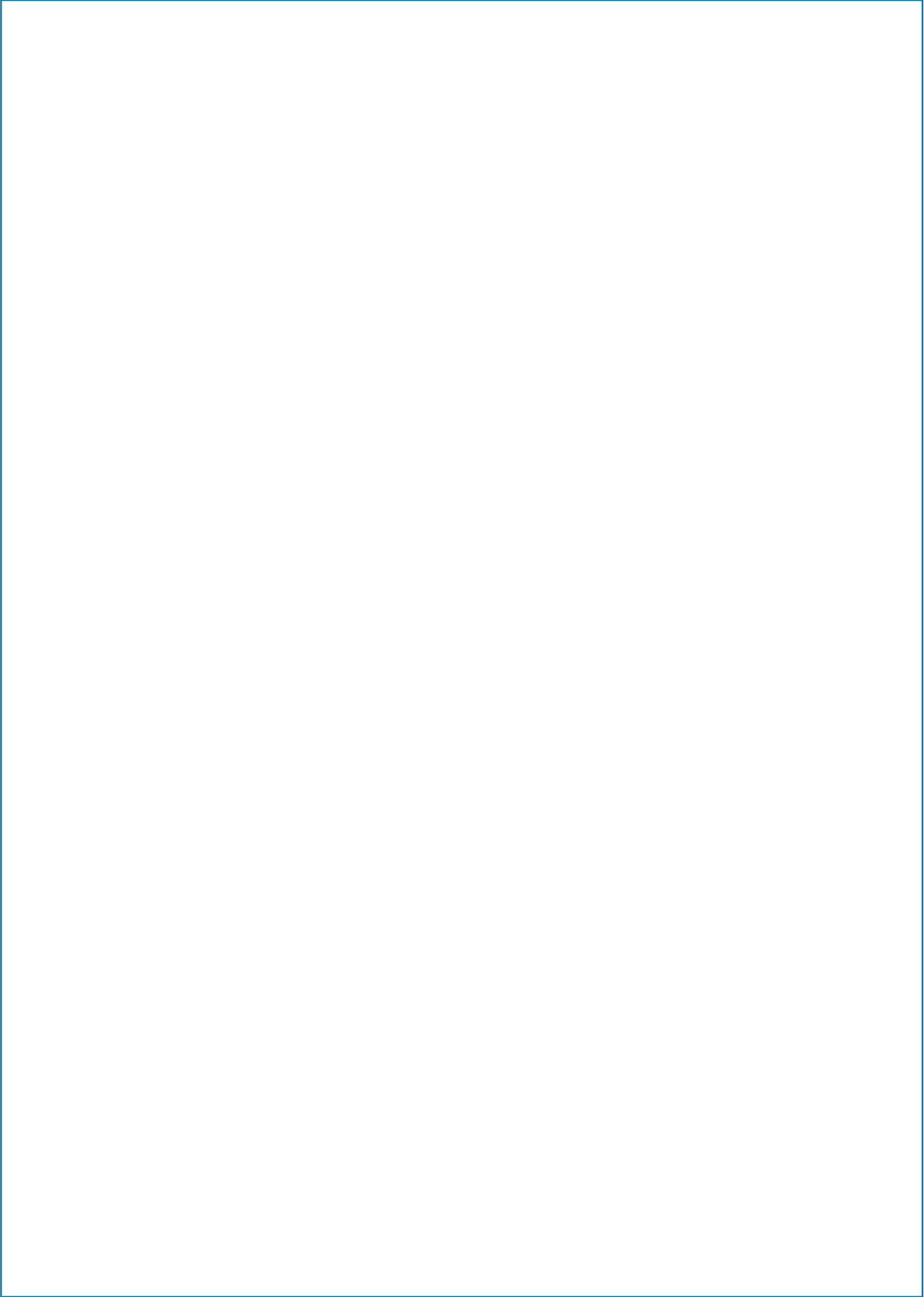
SESSION 8

THE NEED FOR CONTRACTING TOOLS

TECHNICAL PAPER NO 8.1

**BUILDING UP
TOOLS:**

**EXAMPLES OF
CONTRACTING TOOLS**



INTRODUCTION

Any health micro-insurance scheme should develop some partnership arrangement with a health provider. Although the extent of this partnership may vary from one scheme to another, the terms and conditions for the provision of agreed services should be clearly stipulated in a formal agreement. Although the choices may be more restricted in the case of health insurance schemes operating in rural areas, contracting types and levels should be thoroughly considered and before implementing the insurance activities.



Franchising

Full Ownership

Managed Health Care

Treatment Protocols

Capitation Mechanism

Network Standards

Cashless Services

Special Discounts

Service Delivery Improvement

Patient Support Services

Types of Contracting Arrangements

The insurance scheme determines the terms and conditions other franchised units can operate

The insurance scheme owns and manages its own facility (ies)

Each illness episode is discussed with the health provider and common decisions are taken regarding the best treatment to apply

Each sickness episode is examined. Acts and costs related to each element are decided

A common cost is pre-defined for all members and accordingly paid in advance to HP

In addition to cashless services, fixed discounted prices are determined and applied by all network hospitals

Cashless services are provided by the health provider. Regular (often, monthly) invoices are sent to and settled by the scheme

Special discounts are agreed and applied for various services and interventions

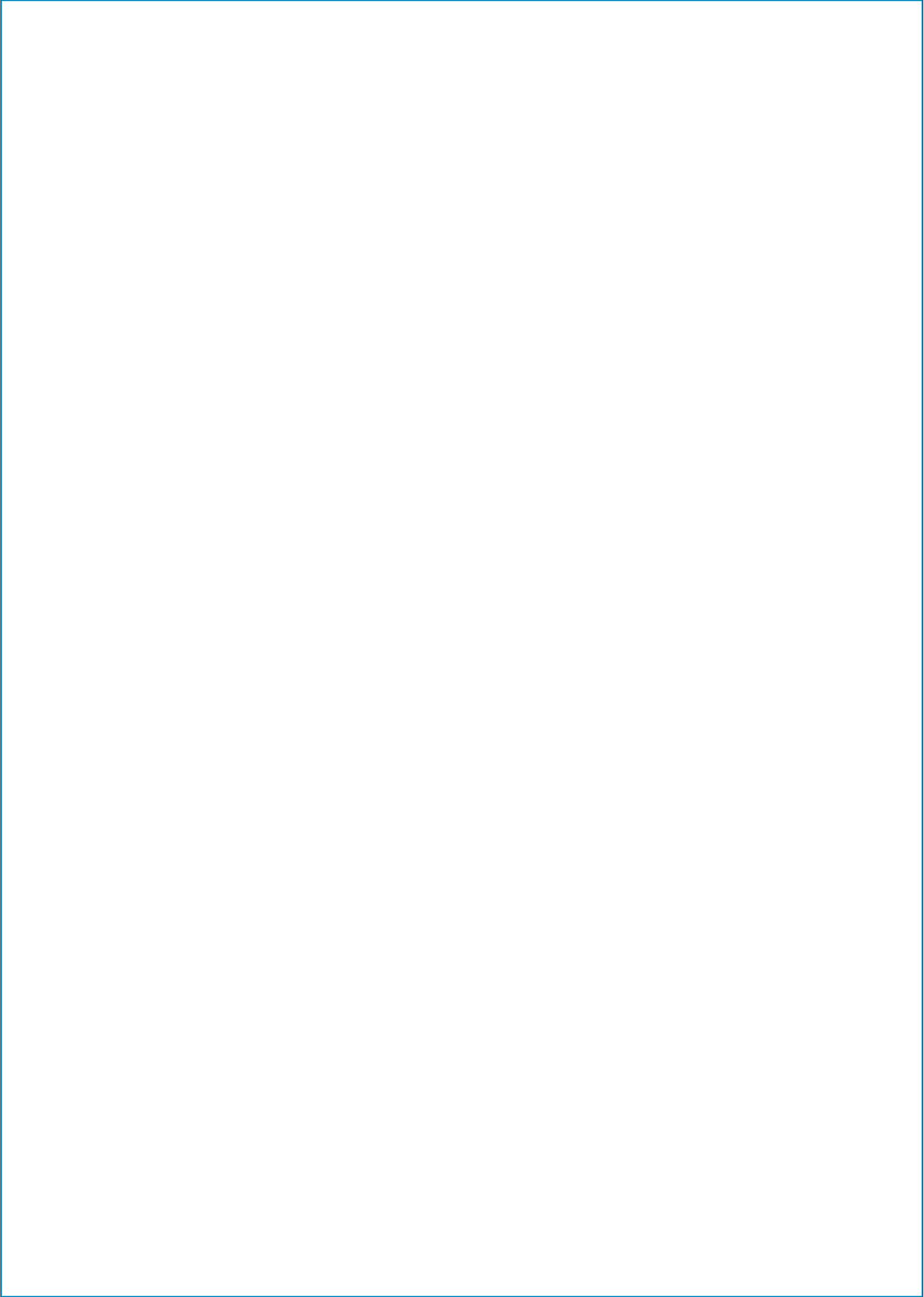
Collective non-financial arrangements targeting the members of the scheme (help desk, delays reduction, special privileges, quality services)

The agreement only covers some individual support services provided to a patient (personal visit, assistance for hospital papers, help to accompanying members of the family...)

2. EXAMPLES

Good examples of agreements signed with health providers include the following:

- Memorandum of Understanding – Uplift Health
- Memorandum of Understanding – Healing Fields Foundation
- Memorandum of Understanding – MDIndia Healthcare Services (P) Ltd



1. UpLift Health

UpLift Health Network Partnership MOU



UpLift Health Network Partnership Memorandum of Understanding

Subject	UpLift Health
Project	Health Care Provider's Name
Topic	Memorandum of Understanding

Table of contents

1. Objective of this MOU	2
2. Parties to this MOU	2
3. Parties to this MOU witness	2
4. Duties and Responsibilities	2
4.1 Health Care Provider's Name Duties	2
4.2 UpLift Health federation duties	6
5. Review	7
6. Reports	7
7. Time Frame and Signatures	8

1. Objective of this MOU

This Memorandum of Understanding (MOU) defines the rapport and relationship established between the two signatories.

It is the intention of the parties to co-operate and to share their knowledge, experience and best practices in order to provide quality health care services to the poorest sections of the society in a professional manner thereby improving the overall efficiency of health care delivery system.

2. Parties to this MOU

Health Care Provider's Name with business address located at Address, near Landmark CITY 411009, India represented by its administrator authorized by the Health Care Provider's Name Board of directors/Administration to sign this present MOU, hereafter referred to as the Health care provider.

UpLift health represented by with its office located at landmark Appts. Flat No. 14 BJ road, Sadhu Vaswani Circle, Pune-411001.

3. Parties to this MOU witness

Whereas, each of the Parties to this MOU share the UpLift Health mission:

'To make quality health care available, accessible and affordable to the urban poor'

Whereas, the Health Care Provider's Name, is a registered medical service/care provider having a good reputation and strong social commitment.

Whereas, the Health Care Provider's Name, is willing to be a member of UpLift Health network of Health care providers and to implement the guidelines hereunder defined.

Since this MOU will not be considered as legally binding, the said parties by this presence hereby agree in good faith to be committed to the duties and responsibilities herein stated.

4. Duties and Responsibilities

4.1 Health Care Provider's Name Duties

Health Care Provider's Name agrees to the following:

4.1.1 UpLift Health is a community based health mutual fund

Health Care Provider's Name authorities recognise UpLift Health as a Community based health mutual fund for the slum dwellers of pune and not as an insurance company.

Members of UpLift Health can avail Health Care Provider's Name services defined in this MOU.

4.1.2 Health Care Provider's Name Identifies UpLift Health Members

On the basis of the UpLift Health I-Card presented on the spot or at the latest the next day.

In order to recognise the I-Card, a sample is attached to this MOU.

Health Care Provider's Name will recognise the valid UpLift Health Identity Card to give the assured benefits to the members of UpLift Health community health fund.

The authenticity and validity of the I card will depend on

- The Health Lift/UpLift Health stamped/printed
- The start date and the end date of the policy
- The photograph of the policyholder and his dependents.

Referral letters may be issued by UpLift Health members' organizations in order to facilitate the guidance (a sample is attached to this MOU.) The counter foil of the referral letter will be given back to the member patients, duly filled.

The reception, enquiry counter, diagnostic facilities and casualty staff will be familiarised with the referral form and I-card.

4.1.3 Health Care Provider's Name Provides access to quality health care at all times

Health Care Provider's Name will at all times extend its cooperation and services to UpLift health members.

The patient will be assured of quality diagnostic, therapeutic and nursing care facilities under all circumstances.

The patient's right to information and to make an informed choice would be integral to quality care.

These basic rights will be honoured irrespective of the paying capacity of the patient.

The UpLift Health member patient's welfare, once the patient has been referred to the Health Care Provider's Name will solely be the responsibility of the Health Care Provider's Name.

The Health Care Provider's Name shall take utmost care while rendering health care services to the UpLift Health members so that negligence (acts of commission or omission) are avoided at all costs.

The consequences of the treatment modalities decided by the doctors in the Health Care Provider's Name shall be the responsibility of the Health Care Provider's Name and as such would be explained to UpLift Health member patient.

The UPLIFT HEALTH FEDERATION will at no point interfere in the management of medicolegal cases. These would be dealt with by the Health Care Provider's Name according to the policy of the Health Care Provider's Name. The consequences of the actions taken by the Health Care Provider's Name will be the responsibility of the Health Care Provider's Name.

Health Care Provider's Name will inform UpLift Health representatives of any patient who has been discharged against medical advice as soon as the patient decides to do so.

4.1.4 Health Care Provider's Name provides cashless facility to the members when they are eligible

When provided with a letter inviting to do so, signed by UpLift Health member organization, Health Care Provider's Name shall provide care without requesting any funds to the patient, but by sending the bill to UpLift Health member organisation.

Health Care Provider's Name shall provide all information regarding the costs of the care provided to the patients since they will have to bear the costs from their saving accounts with the organization.

4.1.5 Health Care Provider's Name providers Concessional Treatment to UpLift Health Members

The schedule of fees and concessions given to UpLift Health members

No	Category	Routine Charges	Concessions for UpLift Health Members
1	OPD : General First consultation Follow up	60 40	50 30
2	OPD: Speciality First Consultation Follow up	100 60	90 50
3	IPD: General		10% concession on total bill (excludes medicines prescribed during admission, implants, food served, telephone bills, ambulance)
4	IPD: General ICU		10% concession on total bill (exclusions same as above)
5	Investigations (OPD) Laboratory indone at the hospital Radiology (X ray, USG) ECG		10% concession at all times (including Sundays, holidays and emergencies)
6	Physiotherapy		10% concession on the bill during work hours.

For deserving UpLift members hospitalised in general ward or general ICU, an additional 10% concession on the total bill will be considered. The above exclusions will be valid for this concession also.

This concession will be given only after a discussion between Health Care Providers Name administrator, Uplift health Doctor and project co-ordinator of the NGO.

The UpLift Health doctor may write this request on the referral form.

Major sugery cases may be considered for additional concession on merits of case.

The same concessions would be applicable to UpLift Health members who seek further treatment at Health Care Povider's Name after being advised so at health check up camp conducted by Health Care Provider's Name.

The payment of bills will be the responsibility of the patient.

UpLift Health will not be responsible for non-payment of bills.

Health Care Provider's Name will deal with such case of non-payment of bills, according to Health Care Provider's Name policy as if they were not UpLift Health members.

4.1.6 Health Care Provider's Name provides an access to UpLift Health member patients' records

Health Care Provider's Name will give UpLift Health Doctor access to upLift patient's records during and after hospitalisation, according to the consent given by the policyholder on the UpLift health enrolment form.

The permission in each case will be given by the Health Care Provider's Name Administrator depending on the merit of the case.

4.1.7 Health Care Provider's Name facilitates communication between treating physician and UpLift Health doctor

The UpLift Health Doctor will be able to communicate with the treating physician regarding the member patient's illness and treatment choices.

To facilitate this Health Care Provider's Name authorities will circulate information regarding UpLift Health among the resident, consultant and panel doctors of the hospital.

4.1.8 Health Care Provider's Name will refer UpLift members within the UpLift Health Network

Health Care Provider's Name agrees to refer UpLift Health member patients to UpLift Health Network hospitals for any diagnostic or therapeutic purposes not available at the hospital.

This would also be done in cases where the financial condition of the patient warrants shifting to a cheaper but quality care provider.

Health Care Provider's Name will inform UpLift Health representatives the necessity of such a decision and where the member patient is to be shifted.

Health Care Provider's Name will take due care and caution while shifting the patient from Health Care Provider's Name to any other health care provider.

Health Care Provider's Name responsibility shall be considered complete only when the patient is carefully handed over to the other health care provider's incharge physician.

In case the member patient refuses to be shifted to any other health care provider, Health Care Provider's Name will inform the UpLift Health representatives of the same. In such cases joint efforts would be made by Health Care Provider's Name and UpLift Health to convince the member patient of the same.

4.1.9 Health Care Provider's Name will keep separate record - keeping for UpLift Health Patients

Health Care Provider's Name agrees to separate record keeping for UpLift Health patients. This will be done by stamping the case records with UpLift health rubber stamp provided by UpLift health.

This will enable a periodic review of the association by both the parties.

4.1.10 Health Care Provider's Name supports preventive health and provides resource persons for health activities within the community

Health Care Provider's Name would on behalf of the doctors agree to conduct health check up camps and health talks within the community.

The schedule of the health activities will be mutually decided on by Healthcare Provider and UpLift Health representatives.

The conducting doctor will check and advise the participants for proper follow up treatment of their ailments.

The health activities will be conducted in the spirit of UpLift Health mission for improving the health status of the poor in the urban slums.

4.1.11 Health Care Provider's Name follow the Quality Charter

Health Care Provider's Name at all times will follow the guidelines in the quality health care charter in dealing with UpLift Health members.

This will lead to quality assurance to the member patients and will lead to improved relations between Health Care Provider's Name and communities at large.

Health Care Provider's Name undertakes to sign and abide by the Quality charter and to promote the same among its doctors.

Health Care provider's Name will not take any decision modifying the herein covered activities' nature without discussion with Uplift health.

4.2 UpLift Health federation duties

UpLift Health federation agrees to the following

4.2.1 Presenting the Health Care Provider's Name as a quality health care provider

UPLIFT HEALTH FEDERATION will present Health Care Provider's Name as a bonafide quality healthcare provider to its member organisations and thus to the communities.

The field staff of UPLIFT HEALTH MEMBER ORGANISATIONS will promote the various diagnostic and therapeutic facilities available and the Health Care Provider's Name as reliable and affordable.

4.2.2 Insist on Using the Health Care Provider's Name services

UPLIFT HEALTH FEDERATION will insist that the UPLIFT HEALTH MEMBER ORGANISATION refer their member patients to Health Care Provider's Name during any health crisis whenever their member is located in Health Care Provider's Name's area or requires specifically a service that only Health Care Provider's Name can propose.

UPLIFT HEALTH FEDERATION will regularly and periodically review the number of referrals to the Health Care Provider's Name and their follow up done by the UPLIFT HEALTH MEMBER ORGANISATION field staff.

A report of this will be sent to the Health Care Provider's Name after every review.

The UPLIFT HEALTH FEDERATION will commit to utilise the services and concessions given by the health Care Provider's Name for achieving the goal of UpLift health.

At no point will the permission to access the UpLift health community health fund member patient's records be misused and patient's privacy will be respected at all costs.

The UPLIFT HEALTH FEDERATION commits to use this facility only to further assist the treatment of the patient and prove the authenticity of the claims.

4.2.3 Facilitating new member organisations to refer patients to Health Care Provider's Name

UPLIFT HEALTH FEDERATION will introduce a new member organisations to the Health Care Provider's Name as soon as the organisation is part of the UPLIFT HEALTH FEDERATION.

UPLIFT HEALTH FEDERATION will guarantee the bonafide intentions of the new member organisations to work within the framework of this MOU.

UPLIFT HEALTH FEDERATION will insist that the new member organisation uses the service of Health Care Provider's Name in the same spirit as of the MOU.

4.2.4 Liaison between member organisations and Health Care Provider's Name

UPLIFT HEALTH FEDERATION will be the liaison between the UPLIFT HEALTH MEMBER ORGANISATION and the Health Care Provider's Name.

Only UPLIFT HEALTH FEDERATION representatives shall conduct all the necessary and relevant negotiations with the Health Care Provider's Name on behalf of the UpLift Health community health fund member partners of the UPLIFT HEALTH MEMBER ORGANISATION.

All the extra concession or benefits would be negotiated through UPLIFT HEALTH FEDERATION representatives only.

This will help channelise the communication between UPLIFT HEALTH MEMBER ORGANISATION, UPLIFT HEALTH FEDERATION and Health Care Provider's Name.

There would be no interference from the representatives of UpLift Health Federation or its Member Organisations in deciding the treatment modalities for the member patient.

Any course of action taken in good faith for the benefit of the patient by Health Care Provider's Name and communicated to UpLift Health representatives would be acceptable to UpLift Health Federation and its Member Organisations.

4.2.5 UpLift health Federation will ensure that the cashless bills are paid to Health Care Provider's Name

UPLIFT HEALTH FEDERATION will be the liaison between the UPLIFT HEALTH MEMBER ORGANISATION and the Health Care Provider's Name in case of any delay in paying the organisation's bills.

4.2.6 Helping the Health Care Provider's Name in out reach services

UPLIFT HEALTH FEDERATION commits to help the Health Care Provider's Name in organising any outreach services in the UPLIFT HEALTH MEMBER ORGANISATION areas of operation, as long as this is done in the spirit of the UpLift Health mission (to provide quality health services to the poorest sections of the society).

4.2.7 Support in fund raising

UPLIFT HEALTH FEDERATION will support the medical social department in raising funds to finance costly treatment for deserving UpLift Health community health fund members.

Only in genuine cases this cooperation may be extended to raise funds for non-UpLift health member.

4.2.8 Train the UpLift Health Member Organizations' staff for

- Promotion of the Health Care Provider's Name as quality health care provider in the communities,
- Insisting that the UpLift Health members use the Health Care Provider's Name services,
- Introducing resource persons in Health Care Provider's Name
- Sending patients with I cards and referral letter
- Follow up of the referred patients
- Organising and follow up of health activities within the community
- Undertake to use the Health Care Provider's Name services concessions in good faith

Uplift Health will not take any decision modifying the herein covered activities' nature without discussion with Health Care Provider's Name.

5. Review

Health Care Provider's Name will facilitate periodic reviews to be done by Up lift Health staff for assessing the services utilisation by the community members.

Health Care Provider's Name will give cooperation in this review so that the problems faced by both the parties can be solved amicably.

6. Reports

UpLift health Member Organisations will keep a record of the referrals done to the Health Care Provider's Name.

These would be matched with the hospital's records to assess the utilisation of services by the community members.

A record would also be kept of the beneficiaries of the health activities conducted by the UpLift Health Member Organisations' field staff.

7. Time Frame and Signatures

The MOU takes effect on _____ till _____ unless amended or modified by mutual agreement of the parties prior to its termination.

In Witness whereof, the parties, through their respective representatives, hereunder acknowledge and sign this MOU this _____ day of _____ 2005 in the office of the Health Care Provider's Name.

Name	Designation / Name	Signature
Health Care Provider's Name		
UpLift Health		

3. Healing Fields Foundation



MEMORANDAM OF UNDERSTANDING – FOR HOSPITALS

This Memorandum of Understanding is executed on this _____ Day of _____ 2005.

BETWEEN

Healing Fields Foundation represented by Chief Operating Officer, Mr P Murali Srinivas S/O P Appa Rao aged 35 years and having their office at 2nd floor. Plot No. 60, Nagarjuna Hills, Punjagutta, Hyderabad – 500082, here in after called Party of First Part which expression shall mean and include his heirs, legal representatives, successors and assignees. Healing Fields Foundation is a not for profit society under the Andhra Pradesh (Telengana Area) Public Societies Registration Act, 1350 Fasli (Act 1 of 1350 F)

AND

_____ is represented by its _____, _____ S/O _____ aged _____ years and having their medical facility at _____, herein after called Party of Second Part which expression shall mean and include his heirs, legal representatives, successors and assignees.

1. Healing Fields Foundation (Healing Fields) is a not for profit organization aiming at making quality healthcare accessible and affordable to all people in India, particularly the poor, underprivileged and marginalized population by leveraging on knowledge in healthcare and healthcare management to reduce wastage in the system and to promote optimum utilization of resources. In this, Healing Fields aims to work closely with other NGOs, private sector, the government and semi-government sectors. In this regard, Healing Fields entered into MOU with various Insurers licensed by the Insurance Regulatory Development Authority (known as IRDA) of India.
2. _____ is established in the year of _____ to render Medical Services to people in the surrounding areas of _____ with qualified Medical Professionals on consideration. The Medical services include medical and surgical treatment.
3. The Party of First Part has entered into arrangements with NGOs to enroll eligible members with the insurer, to whom the Party of First Part is required to arrange and manage certain healthcare services.
4. The Party of First Part has entered into arrangement with several hospitals and had established a network of hospitals for providing identified healthcare services to the Members of the Party of First Part.

5. The Party of Second Part agreed to extend identified services to insured members of the Party of First Part and follow the guidelines mentioned in annexure – A
6. The Party of Second Part agreed to extend cashless treatment to the extent of 75 per cent of the Disease Limit Amount as specified in Annexure – A.
7. The Party of First Part desires to enter into this agreement with the Party of Second Part to ensure that the healthcare services specified in Annexure – A (the “Identified Services”) are provided as per prescribed rates in Annexure – A to its members.
8. The Party of Second Part desires to enter into this MOU with the Party of the First Part to provide such services to its Members by becoming a Part of the network hospitals of the Party of the First Part.
9. Both Parties for mutual benefit and valid consideration have agreed to the above on the below mentioned terms and conditions.

Now this Memorandum of Understanding witnesses as follows:

10. Members of the Party of First Part shall present a photo identity card issued by the Party of First Part to the eligible members, to enable them to avail of any, Identified Services, from the Party of Second Part.
11. The Party of First Part will appoint a Facilitator for a group of network hospitals. The designated facilitator for the hospital belonging to the Party of Second Part will assist the Party of Second Part in identifying eligible the member. The facilitator will further coordinate between the Party of the Second Part and the office of Party of First Part for authorization to the hospital for extending cashless treatment up to 75 per cent of the prescribed Disease Limit Amount as prescribed in Annexure – A, to the eligible members.
12. The Party of Second Part shall provide either a closed or upon office with a desk to seat the hospital Facilitator, appointed by the Party of First Part, and make available a Fax Machine for communication to the health office of the Party of First Part.
13. The Party of Second Part shall admit eligible members, upon the production of the photo identity card issued by Party of First Part or referral letter duly signed by the authorized signatory of Part of First Part. For the purpose of this understanding, a person (member) is eligible, upon producing a valid ID card, issued by the Party of First Part, and availability of sum assured with such members, towards coverage of hospitalization expenses for the identified services for which the member desires to get admitted, which is prescribed in the Annexure - A.
14. The Party of Second Part shall ensure that no member is required to make a deposit of any amount as a pre-condition for admission. If the admission has been made only on the basis of a Photo-Identity card, the Party of Second Part shall inform the local/nearest Party of First Part office personnel within a period of 12 hours from the time of admission.
15. Upon the admission, a member shall be entitled to avail the Identified Services as mentioned in Annexure – A or such facilities as communicated by Party of First Part to the Party of Second Part from time to time. The Party of Second Part should provide Identified Services on an urgent and preferred basis. The Party of Second Part further agrees not to collect any amount towards accommodation/room/bed charges, surgeries, pharmacy, doctor consultations, and lab investigation from the hospitalized member.

16. The Party of Second Part will provide Identified services to Members of Party of First Part will pre-authorization approval which is given by the Part of First Part. Incase of emergency, the Party of Second Part should start treating the member and should take approval within 12 hours from time of admission of member.
17. The Party of Second Party should ensure to collect signature of the member upon discharge on Claim Form, Co-Pay bill and in any other documentation as required by the insurer's terms and conditions for processing claims
18. A co-payment of 25 per cent of the bill amount will be recovered from the patients by the Party of Second Part and which will be informed to the patient at the time of discharge by the Party of Second Part.
19. The Party of Second Part shall not include all non-medical expenses like registration fee, admission fees, telephone charges, food bills of attendants; ambulance charges, toiletries etc in claim bills and shall be recovered from the member at the time of discharge.
20. The Party of Second Part agrees to submit, completed invoice and bills with detailed breakup of miscellaneous, consumables, pharmacy charges and a copy of the case sheet discharge summary, investigation reports in original, co-pay receipt signed by patient and any other documentation as required by insurer's terms and conditions for processing claims within THREE working days to the Party of First Part.
21. The Party of Second Part agrees to submit any claims strictly according to the Disease Limit Amount rates of the Identified services specified in Annexure – A, as the total cost of hospitalization.
22. The Party of Second Part shall be paid by the insurer within 225 working days from the date of delivery of completed documents to the office of the Party of First Part.
23. The responsibility of submitting completed claim documents lies on the Party of Second Part. The Party of Second Part's claim document will be processed by Third Party Administrator appointed by the insurer.
24. The Party of First Part will not have any liability if a claim gets rejected due to the fault of the Party of Second Part.
25. This Memorandum of Understanding shall come into force from the date hereof. Either Party may terminate this Memorandum of Understanding upon 30 days notice in writing to the other Party. However, the obligations already undertaken and pending shall be discharged by Party of Second Part despite termination.
26. In case the Party of Second Part does not honor or accept the members Identity Card or fails to extend identified services or deficiency of service or any guidelines not been properly followed which both the Parties have agreed upon, the Party of First Part has the right to terminate this Memorandum of Understanding immediately, after giving due notice in this behalf, to Party of Second Part.
27. The Party of First Part will initially conduct an orientation program for the Party of Second Part's identified staff at the beginning of agreement period on the admission guidelines, claims processing procedure and other guidelines issued by the insurer. The Party of Second Part shall thereafter be responsible for communicating the guidelines to its new staff on a regular basis.

28. The Party of Second Part shall display all recognition and promotional material in their premises supplied by the Party of First Part, in areas of high visibility and shall assist and cooperate with the Party of First Part in the promotion of the services provided by Party of First Part.
29. A Discount of _____ per cent on Out-patient consultation fee shall be offered to the members of Party of First Part members by the Party of Second Part in acknowledgement of the goodwill generated by this Memorandum of Understanding.
30. For mutual convenience, on all transactional issues, the Party of First Part will be represented by their 'Operations Manager – Transaction Process' and the Party of Second Part will be represented by its _____.
31. To handle all other issues the Party of First Part will be represented by their 'Medical Management Manager' and the Party of Second Part will be represented by its .
32. The Party of Second Part agrees that it shall be responsible in any manner whatsoever for any claims, arising from any deficiency in service or any failure to provide identified service.
33. The Parties agree that the terms and conditions of this Memorandum of Understanding are confidential and shall not be disclosed to any third Party without prior written consent from the non-disclosing Party, unless such disclosure is required by law.
34. All disputes or differences arising between the Parties hereto in interpreting the terms and conditions and subject matter of this agreement or the respective rights and duties there under present shall be referred to the sole jurisdiction of the civil courts in Hyderabad

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their respective duly authorized representatives.

3. MDIndia Healthcare Services (P) Ltd



MDIndia
Health care Services (P) Ltd.

Memorandum of Understanding Between MDIndia Healthcare Services (P) Ltd. and Healthcare Provider

This memorandum of Understanding made atthis..... day of.....

Between

MDIndia Healthcare Services (P) Ltd, a company incorporated under the Companies Act 1956 and having its Registered Office at 261/2/7 Silver Oaks Park, Baner Road Pune – 411 045 India or its associate company bearing the logo of MDIndia Healthcare Services (P) Ltd. Herein referred to as MDIndia Healthcare Services (P) Ltd., (which expression, unless it be repugnant to the context or meaning thereof, shall deem to mean and its successors and assigns) of ONE PART.

And

....., and having its Registered Office at..... hereinafter referred to as PROVIDER. (with Hospital Registration NO..... and total beds.....) which expression, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the OTHER PART

Whereas

MDIndia Healthcare Services (P) Ltd., is n IRDA Licensed “Third Party Administrator (License NO 005), providing healthcare related services to its beneficiaries and clients and for these purposes MDIndia Healthcare Services (P) Ltd. Has created a network of service providers. is desirous to join the said network of providers and is willing to extend medical facilities and treatment to its members covered under such healthcare management plan on the agreed terms and conditions.

Now this agreement witnessed that:

ARTICLE 1: EFFECTIVE DATE

1.1 The Parties hereby agree that the effective date of the Agreement shall be the date on which the agreement is signed

ARTICLE 2:

2.1 The Provider shall treat MDIndia Healthcare Services (P) Ltd. Beneficiaries in a courteous manner and with good business practices.

2.2 The Provider will extend priority admission facilities to the beneficiaries.

- 2.3 The Provider will have his facility covered by proper indemnity policy including error, omission and professional indemnity and agrees to keep such policy in force during tenure of the Agreement.
- 2.4 The Provider shall ensure that best medical treatment/facility is extended to the beneficiary.
- 2.5 The Provider shall endeavor to have an officer in the administration department assigned for insurance / contractual patients and the officers will have to lease the various types of medical benefits offered by the different insurance plans.
- 2.6 The Agreement is subject to the detailed schedule submitted by the Provider, which has to be agreed by MDIndia Healthcare Services (P) Ltd.
- 2.7 The Provider shall allow MDIndia Healthcare Services (P) Ltd. Official to visit the beneficiary and also check the indoor papers/treatment being given to the beneficiary & whether the patient is happy with the services or not. MDIndia Healthcare Services (P) Ltd. Shall not interfere with medical treatment of the patient. Access to billing, medical records and indoor papers will be allowed to MDIndia Healthcare Services (P) Ltd. As and when necessary or asked for.
- 2.8 The Provider agrees to comply with statutory requirement and follow the law of land. The Provider shall also agree to comply with future requirements of insured like standardized billing, ICD-10 coding etc. In case the Provider doesn't have such facility at their end, they shall agree to get such things out-sourced by the outside agent at their own cost.
- 2.9 The Provider agrees to have medical audit/bills audit on periodical basis and when necessary with MDIndia Healthcare Services (P) Ltd. Audit team.
- 2.1 The Provider agrees to display their status of being a preferred provider of MDIndia Healthcare Services (P) Ltd. At their reception/admission desks along with the display and other materials supplied by MDIndia Healthcare Services (P) Ltd for the ease of MDIndia Healthcare Services Ltd.
- 2.11 The Provider will instruct their attending consultant to keep the beneficiaries only for the required number of days for treatment and carry out only the required investigation & treatment for the ailment, for which he is admitted. Any other incidental investigation required by patient for his benefit, are not payable by insurer/TPA and the consultant will have to inform the patient that he will have to bear the cost of the same.

ARTICLE 3. IDENTIFICATION OF BENEFICIARIES

- 3.1 The beneficiaries will be identified by the Provider on the basis of an ID card issued to them bearing the logo and the wordings MDIndia Healthcare Services (P) Ltd. It may also bear the name of the Insurance Company. The ID card shall have photograph of the beneficiary. In certain cases where ID card doesn't have photograph, the beneficiary will provide a photo ID proof such as Voter ID Card, Passport, Driving License, PAN Card and Employer ID Card (only applicable for Government organizations and Public Limited Companies), along with MDIndia Healthcare Services (P) Ltd. ID card.
- 3.2 For the case of beneficiary, the provider shall display the recognition and promotional material, network status and procedures for admission supplied by MDIndia Healthcare Services (P) Ltd. At prominent location, preferably at the reception and admission counter and Casualty/Emergency departments. A Provider also needs to inform their reception and admission counter regarding the procedures of admission and obtaining Pre-authorization as per the Article 4 clause 4-3.

- 3.3 It is advisable to take a photocopy of the ID card, to be submitted later with the bill or to keep as proof of the beneficiary being treated.

ARTICLE 4 : PROVIDER SERVICES ADMISSION PROCEDURE

A) OUTPATIENT SERVICES

Provider will provide out patient services on the basis of pre-authorization, subject to the amount and required services mentioned in the authorization letter. The Provider will ensure the identity of the beneficiary before imparting the services.

B) PLANNED ADMISSION

- 4.1 Request for hospitalization on behalf of the beneficiary may be made by the provider/consultant attached to the provider, or beneficiary himself after obtaining due details from the treating doctor in the prescribed format "Request for Authorization Letter" (RAL). The RAL needs to be faxed to the 24-hour helpdesk at MDIndia Healthcare Services (P) Ltd. Telephone number/contact details of treating physician and the beneficiary needs to be mentioned, as it would ease the process in the cases where the symptoms are vague or if effective diagnostic is not arrived at. The medical team of MDIndia Healthcare Services (P) Ltd. would get in touch with treating physician/beneficiary, if necessary.
- 4.2 MDIndia Healthcare Services (P) Ltd. Guarantees payment only after receipt of RAL and the necessary medical details. Only after MDIndia Healthcare Services (P) Ltd. has ascertained the eligibility of coverage shall issue the Authorized Letter (AL).
- 4.3 In case the ailment is not covered or given medical data is not sufficient for the medical team of helpdesk to confirm the eligibility, MDIndia healthcare Services (P) Ltd. can deny the Authorization.
- 4.4 Denial of Authorization (DAL)/guarantee of payment is by no means denial of treatment. The Provider is requested to deal with each case as per their normal rules and regulations.
- 4.5 AL will mention the amount guaranteed, class of admission, eligibility of beneficiary or various sub limits for rooms, boarding, nurses, surgical fees etc. as per the benefit plan of the insured. Provider must see that these rules are strictly followed.
- 4.6 The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for hospitalization. Non-covered items like telephone usage, relative's food, hospital registration fees etc. must be recovered directly from the insured. Any investigation carried out at the request of the patient but not forming the necessary part of the treatment must also be collected from the patient.
- 4.7 The AL normally mentions the amount, which is requested at the time of request for hospitalization or the total sum available. Therefore in event of cost of treatment going above the guaranteed amount, the Provider may check the availability of further limit with MDIndia Healthcare Services (P) Ltd.
- 4.8 In case the sum available is considerably less than the estimated treatment cost, Provider should follow their normal norms of deposit/running bills etc. MDIndia Healthcare Services (P) Ltd. upon receipt of the bills and documents would release the guaranteed amount.
- 4.9 Certain beneficiary may have "No Coverage Restriction" as mentioned in their cared, in case of comprehensive coverage. However their sum insured could be limited

4.1 MDIndia Healthcare Services (P) Ltd. will not be liable for payments 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.

C) EMERGENCY ADMISSION

4.11 In case of a vehicular accident, if the victim was under influence of alcohol or inebriating drugs, since the insurance does not cover this, no AL will be issued. It is mandatory for the Provider to inform the cause of emergency to MDIndia Healthcare Services (P) Ltd. in order to issue AL.

4.12 In case of other emergencies, the Provider shall call the helpdesk of MDIndia Healthcare Services (P) Ltd. for authorization. MDIndia Healthcare Services (P) Ltd. may continue to discuss the case with the treating doctor till conclusion of eligibility of coverage is arrived at. Provider in the meanwhile may consider treating the patient by taking a token deposit or as per their norms.

4.13 If AL is issued after ascertaining the coverage, Provider should refund the amount if taken, barring a token amount to take care of non-covered expenses. Post emergency, patient must be transferred to the room, which he is eligible for as per his health plan, which would be mentioned in the AL.

ARTICLE 5. FEE SCHEDULE

5.1 Provider has to submit the fee schedule in the format designed by MDIndia Healthcare Services (P) Ltd. Or in their own Format

5.2 Provider should also separately list package charges.

5.3 Such package charges must be inclusive of stay, medicines, consumables, surgical fees, operation theatre etc. No additional payment would be entertained unless the medical team of MDIndia Healthcare Services (P) Ltd. agrees with the treating consultant for any deviation.

5.4 Certain expensive consumables like stent, catheters etc. may be replenished by MDIndia healthcare Services (P) Ltd. and if the provider agrees to rework the bill.

5.5 Any revision in the fee schedule will be submitted to MDIndia Healthcare Services (P) Ltd. at least 15 -30 days prior to the effective date. MDIndia Healthcare Services (P) Ltd. reserves the right to discontinue the contract after assessing the revised fee schedule.

5.6 In case MDIndia Healthcare Services (P) Ltd. is not intimated regarding the revision, then it will pay for the services as per the agreed schedule of fees.

5.7 Provider agrees that the schedule of fees submitted is the lowest and if any other schedule of fees during the tenure is found lower, Provider will refund such additional charges levied on MDIndia Healthcare Services (P) Ltd.

5.8 Provider would be happy to give a further discount on schedule of fees as given below:

- | | |
|--------------------------|--------|
| 1. Bed Charges |% |
| 2. OT Charges |% |
| 3. ICU/CCU Charges |% |
| 4. Investigation Charges |% |

5. Consultation Charges%
6. Nursing Home%
7. Surgery Charges%
8. Medicines / Drugs%
OR	
9. Package Discount%

ARTICLE 6. DUTIES / CHECKLIST FOR THE PROVIDER AT THE TIME OF PATIENT DISCHARGE

- 6.1 Original discharge card, original investigation reports, all original prescription & pharmacy receipt etc. must not be given to the patient. These are to be forwarded to billing department who will compile the same and forward along with the bill to MDIndia Healthcare Services (P) Ltd.
- 6.2 In case the patient requires the discharge card / reports, he/she can be asked to take photocopies of the same at their own expenses.
- 6.3 The discharge card / summary must mention the duration of ailment, stay and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries. The clinical details should be sufficiently informative.
- 6.4 Signature of the patient / beneficiary on final hospital bill including doctor's daily visit charges, surgical fees etc. must be obtained.
- 6.5 Claim form of the insurance company / MDIndia must be presented to the beneficiary for signing and identity of the patient needs to be ascertained.

ARTICLE 7 : BILLING PROCEDURE

- 7.1 Final bill should be submitted to MDIndia Healthcare Services (P) Ltd. preferably in the format as submitted in MDIndia "Provider Servicing Kit".
- 7.2 The bills must be as per the agreed schedule of charges. Any higher amount will be deducted from the bill amount.
- 7.3 Any non-covered treatment / investigation cost must be recovered from the patient.
- 7.4 The final docket for onward submission to MDIndia Healthcare Services (P) Ltd. for immediate payment must contain the following:
 - Copy of MDIndia Healthcare Services (P) Ltd. ID card with legible ID number
 - Copy of Authorization Letter with beneficiary's signature
 - Signed claim form
 - Original final bill with detailed break up of miscellaneous consumables and other charges
 - Original and complete Discharge Card mentioning duration of ailment and duration of either disorders like hypertension or diabetes if any
 - Original Investigation reports with corresponding prescription / request
 - Pharmacy bill, if supplied by hospital with corresponding request

- Any other documentary evidence, statutory under law
- Status of deposit if any, by beneficiary
- Any other related documents

ARTICLE 8 : PAYMENT TERMS AND CONDITIONS

- 8.1 MDIndia Healthcare Services (P) Ltd. agrees to pay all the eligible claims within 30 days of the receipt of bill at their head address office in Pune.
- 8.2 In case certain billed items are not correlated with corresponding report, such amount will be deducted from the final bill. However, the Provider may send these reports within 90 days of receiving the payment to get the deducted amount. Due reasons for deductions, if any will be given at the time of settlement of the bills.
- 8.3 The Provider can instruct MDIndia Healthcare Services (P) Ltd. to pay the amount separately to its vendor's like pharmacies, diagnostic centers, ICD-10 coding vendor etc.
- 8.4 Payment will be done by "At par payable" Cheque of nationalized bank.
- 8.5 Payment and bank deposition would be construed as due receipt, if a Provider agrees to send a stamped receipt of the payment received immediately on receipt of the Cheque.

ARTICLE 9 : LIMITATIONS OF LIABILITY AND INDEMNITY

- 9.1 MDIndia Healthcare Services (P) Ltd. will not interfere in the treatment and medical care provided to its beneficiaries. MDIndia Healthcare Services (P) Ltd, will not be in any way held responsible for the outcome of treatment of care provided by the Provider.
- 9.2 MDIndia Healthcare Services (P) Ltd. shall not be liable or responsible for any acts of omission or commission of the Doctors and other medical staff of the Provider.
- 9.3 The Provider shall alone be liable to pay any costs, damages and / or compensation demanded by the beneficiary for poor, wrong or bad quality of the test report or treatment given to the beneficiary by the Provider while executing any assignment of MDIndia Healthcare Services (P) Ltd.

ARTICLE 10 : CONFIDENTIALITY

- 10.1 The Provider undertakes to protect the secrecy of all the data of MDIndia healthcare Services (P) Ltd. beneficiary and trade or business secrets of MDIndia Healthcare Services (P) Ltd. and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration.

ARTICLE 11 : TERMINATION

MDIndia Healthcare Services (P) Ltd. shall reserve the right to terminate the Agreement without notice if:

- 11.1 The Provider violates any of the terms and conditions of this Agreement, or
- 11.2 Increases fee schedule without prior notice, or
- 11.3 MDIndia Healthcare Services (P) Ltd. comes to know of wrong and fraudulent practices, or
- 11.4 MDIndia Healthcare Services (P) Ltd. observes cases of over stay and other provisioning without adequate explanation

The Provider can terminate the Agreement

11.5 After giving 90 days notice to MDIndia Healthcare Services (P) Ltd.

11.6 Either party reserves the right to inform public at large along with the reasons of termination of the Agreement by the method which they deem fit.

ARTICLE 12 : NON EXCLUSIVITY

12.1 MDIndia Healthcare Services (P) Ltd. reserves the right to appoint any other provider for implementing the packages envisaged herein and the Provider shall have no objection for the same.

ARTICLE 13 : OTHER SERVICES OF MDINDIA HEALTHCARE SERVICES (P) LTD.

13.1 Provider is free to choose MDIndia Healthcare Services (P) Ltd. to provide other various services on agreed financial terms which are outside the contract between the insurer and insured and hence outside the preview of regulation. These services could include replenishment of certain consumables, imparting web space or web portal, software data entry and coding services etc.

ARTICLE 14 : JURISDICTION

14.1 Any disputes / claim arising out of this Memorandum of Understanding are subject to Administration and Jurisdiction of Pune Courts

14.2 In case of any dispute or differences arising out of this Memorandum of Understanding, each party may as soon as practicable give to other party notice in writing of the existence of such questions or disputes specifying its nature and the point of issue. If the parties cannot resolve the matters by a mutually acceptable solution within 15 (fifteen) business days, the said dispute or difference shall be referred to and settled by arbitration under the provisions of the Arbitration & Conciliation Act, 1996 or any other reenactment or modifications thereof.

14.3 The sole Arbitrator shall enter upon the reference immediately and within 30 working days from its constitution pass the final award. The time of 30 days contemplated may be extended by mutual consent of both parties in writing.

14.4 The venue of the Arbitration shall be Pune and the arbitration shall be carried out in English language only.

14.5 The Arbitration decision will be final, irrevocable and binding on all parties. The decision shall also determine the expenses of the Arbitration and the Party shall bear them or the proportion of such expenses to be borne by each party.

14.6 Any Amendment in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.

In witness thereof this Agreement was executed by or on behalf of the parties the day and year first before written.

Signed and delivered by the within named:

Provider Signature

Witness Signature

MDIndia Healthcare Services (P) Ltd. signature

Witness Signature