

AGREEMENT

This Agreement is made at Delhi this ____ day of _____ 2016

BETWEEN

M/s Genins India Insurance TPA Limited, a company registered under the Companies Act, 1956 and having its Corporate office at D-34, Sector 2, NOIDA 201301 (India), hereinafter referred to as "**GIITL**" (which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

_____ having its office at _____, hereinafter referred to as "**the Network Service Provider**", hereinafter referred to as "**NSP**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Other Part**.

WHEREAS:

- A. **GIITL** is a licensed Third Party Administrator (“**TPA**”) and is engaged inter alia providing services to the policyholders of different Insurance companies who approach **GIITL** and hire the services of **GIITL** as a TPA (“**GIITL CLIENTS**”).
- B. The services of **GIITL** include facilitating the provision of cashless treatment in various hospitals, nursing homes, diagnostic centers etc. to the beneficiaries of the Insurance Company for whom **GIITL** is working as a **TPA**.

WHEREAS

- A. **M/s** _____ the Hospital/Nursing Home providing medical services.
- B. The **NSP** has represented to **GIITL** that it is duly authorized/approved to operate a Nursing Home/Hospital under the name and style of “ _____ ” at _____ having Reg. No. _____
- C. The **NSP** has approached **GIITL** for empanelment to provide medical/health services to the policyholder and employees of those corporate for whom **GIITL** are administrator for their health portfolio.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. Identification

For the purpose of identification of its clients, **GIITL** shall provide each beneficiary with a Identity card. The beneficiary will produce this card at the time of admission for the purpose of identification and medical treatment.

2. Procedure for Admission:

- 2.1 Request for hospitalization shall be made by the beneficiary as per the admission format specimen provided with the **NSP** Handbook, which will be provided to **GIITL** by the **NSP**.
- 2.2 On receipt of such request and after due scrutiny, **GIITL** will issue **Authority Letter and/or Authorization Letter (AL)** specifying beneficiary’s entitlement of available benefits. The **AL** will be either faxed to the **NSP** or hand delivered by the beneficiary and produced at the time of admission. The Provider will not admit any **GIITL** beneficiary without **AL** except in case of emergency. The Authorization from **GIITL** will clearly mention in **BOLD** prints that all reports and films will be sent to **GIITL** and not be handed over to the beneficiary.
- 2.3 The beneficiary will be treated as a credit patient on **GIITL Account**. The **NSP** shall allow the credit facility up to the maximum limit as mentioned in the **Authority Letter** issued by **GIITL**.

2.4 The expenses incurred in excess of the limit allowed in the **AL** shall not be payable by **GIITL** and the **NSP** shall recover such expenses directly from the beneficiary before discharge.

2.5 In case of emergency, when the beneficiary requires **emergency admission** the **NSP** shall admit the beneficiary on the basis of **Photo Identity card** issued by **GIITL** and arrange to send the information through Pre-Authorization Form duly completed within 24 hrs. Of admission.

3. **Procedure after discharge:**

3.1 After the beneficiary is discharged from the hospital the **NSP** shall submit the following documents to **GIITL** in original, **within 7 days of the Date of Discharge:**

a. **Final bill:** The bill should mention details of charges payable for various medical services provided and also the units of each service as per agreed rates (the tariff rate shall be informed to **GIITL** in advance and approval taken before implementing the increased tariff and only such rates shall apply). It should not include charges for telephone, snacks, barbers etc.

b. IRDA is in the process of Standardizing the Billing Format. The same would be forward to the NSP and it would be a binding to the NSP to submit the Final Bill in the given format.

c. Signature of the patient / beneficiary on the final bill shall be obtained by the **NSP**.

d. **Original discharge Summary** summarizing symptoms with their duration, clinical findings, investigations, overall treatment diagnosis and follow-up treatment. The Discharge Summary must mention the duration of ailment and duration of other disorder like HTN, DM and operative notes in case of surgeries.

e. **Original reports** of Investigations/Tests done on the patient during his treatment on the hospital.

f. **Claim Form duly signed by the patient/attendant.**

g. **Copy of the beneficiary card.**

4. **Payment Terms & Condition –**

GIITL agrees to pay all completed and approved claim bills within 45 days, subject to availability /receipt of funds from the respective Insurance Companies. **GIITL** shall deduct TDS (tax deducted at Source), wherever applicable, out of every payment made to the **NSP**. Further, **GIITL** shall issue **TDS certificates** for such deductions to the **NSP**.

5. **Discount/Package** – The NSP agrees to give _____% discount to GIITL or agrees to accept the package offered by GIITL.

6. **General Provision**

(a) The **NSP** shall provide prompt and best medical services to the **GIITL** beneficiaries in a courteous manner.

(b) The **NSP** will extend priority admission facilities to the beneficiaries whenever possible.

(c) Provider shall ensure that the best medical treatment / facility is extended to the beneficiary.

(d) Provider shall endeavor to have a Special Desk for the facilitation of the clients of **GIITL**.

7. **Duration/Period of the agreement**

7.1 This Agreement shall be valid for a period of **three years** from the date of execution of the present agreement unless terminated by either Party as hereinafter provided. Thereafter this Agreement shall be reviewed and may be renewed on mutually agreed terms and conditions between the Parties hereto.

7.2 Either Party shall have the right to terminate this Agreement forthwith in the event of any breach or default made by the other Party of any of the terms and conditions of this Agreement or on the failure by the other Party to abide by any of its obligations under this Agreement by giving the other Party a 01 **(one) month's** notice in writing

8. **Indemnity**

The Service Provider hereby undertakes to indemnify and to keep **GIITL** indemnified, saved and harmless from time to time and at all times from and against any and all losses, costs, damages, penalties, actions, suits, proceedings, liabilities, judgments, settlements, claims, demands, duties, taxes and all other expenses (including legal expenses/fees) of any kind whatsoever which may arise against or be incurred by **GIITL**, its directors, employees or its agents in connection with any action/ omission of the Service Provider, its employees or its agents (i) pursuant to or relating to this Agreement and/or arising out of rendering of the services pursuant to this Agreement (including any liabilities to Beneficiaries or others arising from the rendering of the such services) or; (ii) caused by any act, default or neglect of the Service Provider or any of its employees or agents; or (iii) arising out of or as a result or consequence of any act of omission or commission on the part of the Service Provider or on part of its employees, servants and/or agents; or (iv) in respect of non observance of any statutory requirements or legal dues of any nature whatsoever; or (v) arising as a result of any of the undertakings, representations,

warranties and covenants given by the Service Provider herein being or being found to be false, incorrect or misleading; or (vi) arising as a consequence of breach of any of the terms and conditions this Agreement, including without limitation these Terms and Conditions.

9. Dispute Resolution

9.1.1 A party claiming that a dispute has arisen in relation to this Agreement shall notify the Authorised Representative of the other party to the dispute giving details of the dispute and shall try to settle the same amicably.

9.1.2 If any dispute under this Agreement remains unresolved for 30 Working Days from the date on which notice setting out the nature of the dispute is served by one party on the other, either party may request a meeting within a further 30 Working Days between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the dispute. In the event that the dispute is not resolved under this procedure, then the same shall be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amended thereto.

10. Applicable Law and Jurisdiction

10.1.1 This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of India.

10.1.2 The parties submit and agree to the exclusive jurisdiction of the Courts in Delhi.

11. Miscellaneous

11.1 Amendments: This Agreement may be amended or supplemented only with the consent of both the Parties hereto, through the execution of a document in writing duly signed by the Authorized Signatories of both the parties and will be applicable from the date as agreed between the parties.

11.2 Entire Agreement

This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements and undertakings (both oral and written, including all correspondence) if any, between the Parties with respect to the subject matter hereof.

11.3 Costs and Expenses

Each Party shall bear its own legal, accounting, professional and advisory fees, costs and expenses incurred by it in connection with this Agreement and subsequently. Provided however, that all stamp duty as may be payable, in respect of this Agreement shall be borne and paid by **NSP**.

11.4 Counterparts

This Agreement may be executed in separate counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original. All the counterparts shall together constitute one and the same agreement.

11.5 Notices

All notices and other communication pursuant to this Agreement, including amendments in the agreement, must be in legible writing and in English, and delivered either personally or through a reputed courier service or by registered post acknowledgement due or by legible telefax marked to the attention of the person concerned.

11.6 Relationship

- (a) **GIITL** and the Service Provider shall be and act as independent parties, and under no circumstance shall this Agreement be construed as one of agency, partnership or joint venture or employment between any of them. The relationship between **GIITL** and the Service Provider under and / or in pursuance of this Agreement is on a Principal to Principal basis. Consequently, neither Party shall be entitled to represent the other and/or make any commitment on behalf of and/or in the nature of the other to or before any public body or authority and/or any other party. It is also clarified for the purpose of abundant caution that **GIITL** shall not in any circumstance be deemed to be an agent of the Service Provider or vice-versa under any law for the time being in force. The Service Provider shall obtain appropriate certificate of registration to comply with the provisions of the applicable tax laws and other laws. **GIITL** shall not be responsible to discharge any unpaid liabilities of the Service Provider arising out of any failure on the part of the Service Provider to get the appropriate registrations and / or authorizations or to comply with any statutory requirements under any law for the time being in force.
- (b) To enable the performance of the Services, it is likely that there would be regular interaction between employees/representatives of the Parties to this Agreement. The Parties do hereby agree that the same does not and shall not entitle the Service Provider or any of its employees to claim in any manner whatsoever, that it is an agent, partner, joint venture or an employee of **GIITL**.

IN WITNESS whereof the parties above named have put their hands to this agreement on the day, month and year above mentioned.

Signed and Delivered by the within named]
Genins India Insurance TPA Ltd. by the]
hands of its Authorized Signatory,]

Witness:]
Name & Signature]

Signed and Delivered (**NSP**) by the within]
named _____ by the hands of its]
Authorized Signatory]

Witness:]
Name & Signature]