



AGREEMENT

THIS AGREEMENT IS MADE AT _____ on this day of 2018,
between **Focus Health Insurance (TPA) Pvt. Ltd.**, a Company incorporated and registered under the Companies Act 1956 and having its Corporate Office at C-457, Sadhna Tower, Sector-10, Noida-201301, and Registered office at 1120, Housing Board Colony, Porvorim, Alto Betim, Goa- 403 521 (hereinafter referred to as **“The FOCUS”**, which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, its successors and assigns) of the ONE PART;

AND

M/s
having its Registered Office at
.....
(hereinafter referred to as **“The Provider”**, which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, its successors and assigns) of the SECOND PART.

(The FOCUS and the Provider are hereinafter collectively referred to as the “Parties” and singly as “Party”)



WHEREAS:

The FOCUS is a **Third Party Administrator (TPA)**, licensed by the Insurance Regulatory and Development Authority (IRDA), vide **License No. 010** dated 21st March 2002, and is engaged in the business of providing healthcare related services for various insurance companies in connection with “health insurance business” or “health cover” as defined in Regulation 2(f) of the IRDA (Registration of Indian Insurance Companies) Regulation, 2000 to its beneficiaries and clients and for these purposes the Focus has created a Health Services Provider Network (hereinafter referred to as “the Network”).

The Provider is desirous to join the said Network of the FOCUS and is willing to extend medical facilities and treatment to beneficiaries/ members covered under such healthcare management plans on the agreed terms and conditions, and the service Provider is interested in providing the beneficiaries and clients of the Focus with Medical / Hospitalization Services as required by the TPA in order to meet its undertakings, all as detailed in this agreement herein below; and

The parties are interested in putting their hands together to sign this agreement, in writing, all in accordance and subject to that agreed and detailed in this Agreement.

NOW THEREFORE, in consideration of the assurances, representations, warranties, covenants and mutual agreements contained herein, the Parties hereto hereby agree as follows:

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.
- 1.2 The preamble to this agreement and the Annexure attached there to constitute an integral part thereof.

Article 2: Representations and Declarations by the Provider

- 2.1 The Provider declares and undertakes that it has all the necessary registrations/ licenses/ approvals/ authorisations required by the law in order to provide the medical services pursuant to this agreement and that it has adequate ability, knowledge, experience and equipments required in order to provide the said service as required in this agreement.
- 2.2 The Provider undertakes to uphold all of the requirements of the law as applicable to it from time to time and shall keep updated the FOCUS, in case of any significant change in the present status of the Provider. The Provider also undertakes that it shall provide the said services in accordance with the provisions of the law and the regulations, which are enacted, from time to time, by the Central or the State government or the local administration/ bodies. The Provider also assured of having a complete system to dispose the Bio-Medical Waste, as per the prevailing laws.
- 2.3 The Provider has and will continue to have its facilities covered by proper indemnity policy, including error, omission and professional indemnity and agrees to keep such policies in force during the currency of this Agreement.



2.4 The Provider declares that it has not been prevented from practicing medicines and that no criminal charge of any kind has ever been filed against it due to medical malpractice and/or no civil claim has ever been filed against it due to damage inflicted during a medical treatment. The Provider also undertakes to inform the FOCUS in the event of any complaint of medical malpractice is filed against it during the currency of this Agreement.

2.5 The Provider further declares that the Focus Card, as per Clause 8.1 hereunder, for accessing the @Focus and password provided to it by the Focus shall be used only during the currency of this Agreement and shall return the same immediately to the Focus upon termination of this Agreement.

2.6. The Provider declare that the Focus Card shall be kept and used under its supervision only by the authorised person/s deputed by the Provider for this purpose and prevention of any misuse of the said card shall be sole responsibility of the Provider.

Article 3: Services

3.1 The Provider undertakes to provide meticulous, precise, reliable and professional medical services to the beneficiaries of the FOCUS all the time with the highest level of efficiency and dedication to the complete satisfaction of the FOCUS. The Provider also ensures that it will also abide by the instructions issued from time to time by the FOCUS.

3.2 The Provider shall treat the FOCUS beneficiaries in a courteous manner and shall maintain the principals of good business practices.

3.3 The Provider will extend priority admission facilities to the FOCUS beneficiaries, whenever it is possible. However, the 'right to admission' will always be a prerogative of the Provider.

3.4 The Provider shall ensure that the medical treatment extended to a beneficiary of the FOCUS is through with all due care, precautions and accepted standards. The Provider further ensure that the medical history of the beneficiary accessed through the online facility of the FOCUS secured by a password, should be kept only for the treatment purpose and such medical history/information should not be revealed to any third party by the Provider.

3.5 The Schedule of Charges (hereinafter referred to as "SC") submitted by the Provider and duly acknowledged by the FOCUS shall be an integral part of this Agreement.

3.6 The FOCUS shall be allowed to visit the beneficiary during the course of treatment by the Provider, but the FOCUS shall not interfere with the medical treatment of the beneficiary in any way, whatsoever. However, the FOCUS shall be at liberty to discuss the treatment plan with the concerned medical Practitioner.

3.7 The Provider shall allow the FOCUS to examine the various documents relating to the treatment of a beneficiary, such as medical records, admission papers, indoor papers and billing etc. on case-to-case basis. However, such access shall be allowed only after discharge of the beneficiary from the hospital and with a prior appointment. It is understood that only authorised persons of the FOCUS shall be allowed for such inspection.



3.8 The Provider further assures that it shall also take necessary steps to comply with future requirement of insurer like standardised billing, ICD-10 coding, CPT-2000 etc. The Parties agrees to review the issue of upgrading the system at any point of time, if such system is made mandatory by the statutory authorities. The Provider also agrees that it will be ready to outsource such facilities in case of urgent requirements and the FOCUS may assist them for such outsourcing.

3.9 The Provider also agrees to allow the FOCUS to audit the relevant bills/ documents; as and when requested by the FOCUS. Such auditing shall be scheduled mutually between the parties.

3.10 The Provider will ensure that the beneficiaries are admitted in the hospital for a minimum required period and shall only provide the necessary treatment as per the medical advice. It is agreed between the parties that the beneficiary shall be treated for such ailment only for which he or she was admitted with the Provider. The Provider shall also communicate such guidelines to their empanelled consultant for discharging their duties. Any other incidental investigations required by patient for his/ her benefit are not payable by the insurer and/ or the FOCUS. The consultant will have to inform the patient that he/ she will have to bear such additional cost. In case of any unforeseen complications, the same may be included with a prior written approval by the FOCUS for permitting the Provider for extending necessary treatments. However, the above arrangement shall not restrict the medical practitioner from treating the patient as he/ she think fit and appropriate at the relevant time.

3.11 The Provider undertakes and declares that it will not provide cashless medical services to any of the beneficiary, whether referred by or through the FOCUS without receiving the prior written consent of the FOCUS, i.e. Authorisation Letter (hereinafter referred to as “AL”).

3.12 The Provider further undertakes that it will use the online access system provided by the Focus to submit all its request for pre-authorisation and claims as a priority access.

Article 4: Employer-Employee Relationship Shall Not Exist

4.1 It is agreed that no employee-employer relationship shall exist between the parties and that the Provider offers its services as an independent contractor for all intents and purposes.

Article 5: Limitations of Liabilities and Indemnity Insurance

5.1 The FOCUS will not interfere in the treatment and medical care provided to its beneficiaries. The FOCUS will not be in any way held accountable for the outcome of treatment or quality of care endowed by the Provider.

5.2 The FOCUS shall not be liable or responsible for any acts, omission or commission of the doctors and other medical staff of the Provider.

5.3 The Provider shall solely be liable to pay any costs, damages and/ or compensation demanded by the beneficiary for poor, wrong or bad quality of the test report and/ or the treatment. In such cases, the Provider shall keep the FOCUS indemnified of all or any of the liability, whatsoever.



5.4 In the framework of its assignment with the FOCUS, the Provider shall keep itself adequately insured by the Professional Indemnity Insurance.

5.5 The Provider will ensure that all medical staff working with its establishment; whether full time/ part-time, honorary or visiting; have their own and adequate Professional Indemnity Insurance to cover themselves of any liability.

Article 6: Confidentiality

6.1 The Provider undertakes to maintain in absolute confidence and not to reveal to any person or body, any information or data which it receives through and subsequent for providing the services pursuant to this agreement and which pertains; directly or indirectly; to the FOCUS or its clients, including the insurer and without derogating from the generality of the aforesaid names, addresses, details and medical background of the FOCUS's clients, information which pertains to the FOCUS's work (including the terms of the agreement with its clients, nature of service, consideration for the service, etc.) or any other data.

6.2 It is further agreed that the contents of Section 6.1 above cannot derogate from the duty of the Provider in reporting the FOCUS of any data, information or medical background which may be relevant to the FOCUS in determination of its scope of work. The transfer of information shall be in accordance to the work procedures of the FOCUS and subject to amendment from time to time.

6.3 The Provider acknowledges that its undertakings given in this Agreement with regard to the confidentiality shall be valid throughout the currency of this Agreement and it shall abide by the same even after the expiry of this Agreement.

Article 7: Period of Agreement/Termination

7.1 The Agreement shall remain in force for a period of **Two Years** from the date of signing of this Agreement by the parties. The Agreement is extendable for a period of another one year through an exchange of consent letters between the parties. The parties are free to enter into a fresh Agreement on mutually agreed terms and condition, as and when required.

7.2 During the said extension period mentioned in Section 7.1 above, the same terms the existed during the period of the original Agreement shall apply, unless it is otherwise expressly agreed between the parties in writing.

7.3 Either party shall be entitled to terminate this Agreement, with no reason, with prior written notice to the other party, at least 90 days in advance. The contents of this sub-section cannot derogate from the right of the FOCUS to immediately cancel the Agreement without any need of prior notice, should the license of the Provider be suspended or revoked, or in the event any legal proceeding, concerning a criminal offence or negligence, is instigated against the Provider.

7.4 Articles 2, 3, 5, 6 and 7 form the essence of the Agreement and the breach thereof shall be deemed to be a fundamental breach.



7.5 In case, Focus Health Insurance TPA Pvt. Ltd. Found any fraud case filed/claimed by the provider and it is established that the same was done knowingly and intentionally, in such case Focus Health Insurance TPA Pvt. Ltd. Shall have right to terminate this agreement without any prior notice

Article 8: Identification of Beneficiaries

8.1 The Provider shall identify the beneficiaries on the basis of a Photo Identity Card (hereinafter referred to as “**Focus Card**”) issued by the FOCUS, which shall bear the logo of the FOCUS Health Insurance TPA Pvt. Ltd. It may also bear the name & logo of the Insurance Company or the Employer/ Corporate, wherever applicable. The Focus Card shall have photograph and Name and age of the beneficiary. In case of some large corporate house/ groups, where Focus cards are not issued by the FOCUS, the beneficiary may have only the AL issued by the FOCUS along with the employee ID number of the relevant corporate house/ group.

8.2 For the ease of beneficiary, the Provider shall display the recognition and promotional material; network status and procedures for admission; supplied by the FOCUS at prominent location, preferably at the reception and at the Admission Counter and Casualty/ Emergency departments. The Provider also needs to inform their Reception and Admissions facilities regarding the procedures of admission and obtaining AL as per the article 9, clauses 9.1 and 9.2 hereinunder. It is advisable to keep a photocopy of the Focus Card, to be submitted later along with the bill or to keep as proof of the beneficiary being treated.

Article 9: Provider Services

9.1 Out Patient Services

The Provider shall provide the out patient services on the basis of AL. The services so offered by the Provider shall be in accordance with the AL only. However, the Provider shall have no obligation to confirm identity of such beneficiary in case an AL is issued by the FOCUS and an AL once given will be honored. However, in case of any clarification with regard to the out patient services, the decision of the FOCUS shall be final.

9.2 Focus Cards

9.2.1 The Provider shall undertake that it will keep the said “Focus Card” into secure possession and under the custody of an authorised person. The Provider shall intimate the Focus about such authorised persons, who will use the said card through processing.



9.3 Planned Admission

9.3.1 For Planned Admissions, a request for Preauthorisation can be generated on-line while logging on www.focustpa.com and inserting the Focus Card Id and subsequently, the Focus Card carried by the beneficiary. The insertion of beneficiary's Card will open a pre authorization request form, which after filling up, is required to be sent to us online for "Real Time Processing". The hospital can raise an online claim by using its 'Focus Card'.

Alternately, A Preauthorization Request (hereinafter referred to as "PR") can be made by the insured, Provider or a consultant attached to the Provider/ beneficiary. The prescribed format of Annexure-A could be sent to the Toll Free Facsimile Number **(1800 11 2999 & 1800 11 5999)**

from the MTNL lines or to **0120 4039915 (30 lines)**, of Help Desk of the FOCUS, called **1st Alarm Center**. (The FOCUS shall keep informed the Provider about any change in the above phone numbers, as and when required). The PR should be supplemented with telephone numbers/ mobile numbers and other contact details of treating medical practitioner in case the FOCUS requires any additional information. In case of requirement of such additional information about the symptoms of disease and/ or result of diagnosis and/ or in case of incomplete medical details, the queries raised by the FOCUS shall be forwarded to the Provider and/ or to the medical practitioner attached to it.

9.3.2 The FOCUS guarantees payment only after receipt of intimation and the necessary medical details and subsequent satisfaction of it upon determination the eligibility of coverage and proposed medical treatments.

9.3.3 In case the ailment is not covered or given medical data is not sufficient to confirm the eligibility, the FOCUS shall decline any cashless facility, AL as the case may be. Such Denial Letter (hereinafter referred to as "DL") and shall be addressed to the beneficiary and copy of the same shall be forwarded to the Provider.

9.3.4 DL in no way mean denial of treatment. The Provider may proceed with such case as per their normal rules and regulations.

9.3.5 The AL will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub-limits for rooms & board, surgical fees etc, as per the benefit plan of the insured. Provider must see that these rules are followed in a true letter and spirit. If the sanctioned room is not available with Provider, the same will be informed to the FOCUS and the patient/ insured. The Provider agrees to collect the difference of the unapproved charges from the patient/ insured, in case it upgrades the patient to a higher room or provides extra facilities of its own.

9.3.6 The AL is applicable to the approved treatment only which is covered in the policy and mentioned in the AL provided by the FOCUS. Uncovered item like telephone usage, relative food, hospital registration fees, heater charges, extra bed for attendant etc. must be collected directly from the patient/ insured. Such cost may be reimbursed later only if the same is covered under the relevant insurance product. Any investigations/ treatments carried out at the behest of the patient/ insured shall not be considered as a part of the approved treatment and the cost incurred towards such investigations/ treatments shall be a



subject of recovery by the Provider only. No claim under the cashless facility shall be entertained by the FOCUS for such unapproved investigations/ treatments, whatsoever. The AL normally indicates the amount within the sum available to the insured. Therefore, if the treatment cost is higher than the guaranteed amount, the Provider must check the availability of further limits with the FOCUS before providing any additional facilities under the purview of the AL. The Provider is required to communicate the patient/ insured in advance so that payment can be collected separately from the patient/ insured.

9.3.7 Obtaining an AL from the FOCUS would be a primary responsibility of the insured and the Provider may assist the insured in the process, as per its convenience. However, the AL should be stamped and authenticated by the Provider.

9.3.8 If the estimated treatment cost is higher than what is available to the insured through the insurance cover, the Provider should follow their normal procedure of deposit/ running bills etc. The FOCUS upon receipt of the bills and document would release only the amount mentioned in AL.

9.3.9 The FOCUS shall have a right to revoke or cancel any AL issued to the provider in Case the discharge summary is not matching with the preauthorization request but such revocation or cancellation shall be done only prior of discharge of the beneficiary /patient. The FOCUS can consult the Provider and decide on further course of treatment on mutual agreement, but the payment of AL amount or bill submitted by the Provider (whichever is less) must be paid in full as per clause of payment. Any disputes may be referred to a sole arbitrator, whose decision shall be binding upon the parties.

9.4 Emergency Admission

9.4.1 The hospital can raise an online pre authorization request by using its 'Focus Card' for login and inserting the beneficiary's card no, thereafter. The insertion of beneficiary's Card will open a pre authorization request form, which after filling up, is required to be sent to us online for "Real Time Processing".

9.4.2 In case of a vehicular accident, if the Driver is under the influence of alcohol or inebriating drugs, if detected or suspected, the Provider will inform the same to the FOCUS, whenever and whatever is possible.

9.4.3 In case of other emergencies, the Provider should call up the help desk of the FOCUS for guarantee of payment. The FOCUS may continue to discuss with treating doctor till conclusion of eligibility of coverage is arrived at. The Provider, in the meanwhile, may consider treating the patient as per their norms.

9.4.4 If AL is issued after ascertaining the coverage, the Provider shall refund any payment, which may have been taken from the insured during the pendency of the authorisation. However, this will not include the charges taken against the uncovered expenses. The post emergency patient shall be transferred to a room, for which the patient is eligible as per the AL.

Article 10: Schedule of Charges

10.1 The Provider has to submit the Schedule of Charges (SC) as per the format provided by the FOCUS. The Providers will immediately inform the FOCUS in case of any addition/ deletion is made in the services provided by the Provider.



10.2 The Provider should also separately list Package Charges as mentioned in the offer document. Such Package Charges must include the cost of stay, medicines, consumables, surgical fees, operation theatre etc. No additional payment would be entertained unless the FOCUS is convinced for any such deviation.

10.3 Any change in the approved SC by the Provider shall result into an automatic termination of the Agreement, unless the same is mutually agreed between the parties and a revised SC is duly acknowledged by the FOCUS.

10.4 In case the Provider does not inform the FOCUS about the change in the SC, the FOCUS shall have a sole and absolute right to either reimburse the bills raised by the Provider in accordance to the previous and agreed SC or to freshly determine and vet the changes made in the SC by the Provider. In both the cases, the decision of the FOCUS shall be final and binding.

10.5 The Provider has agrees to provide 25% discount on the prevailing SC/ Package Charges to the FOCUS. The FOCUS shall pay the net amount after deducting the applicable discount.

Article 11: Discharge of beneficiary

11.1 The Provider shall present the bill to the FOCUS along with all **original** documents, such as discharge card, investigation reports, medical prescriptions and pharmacy receipt etc. The patient/ insured may be allowed to keep photocopies of the relevant papers at his/ her own cost, in case it is required.

11.2 If any chronic disease or serious ailment is diagnosed during the course of a treatment, the Provider shall immediately inform the FOCUS about such diagnosis.

11.3 The duration of ailment and other disorders like hypertension, diabetes etc. and operative notes in case of surgery must be mentioned in the discharge card/ summary prepared by the Provider. The clinical detail should also be sufficiently informative.

11.4 The patient / beneficiary must sign the final hospital bill including doctor daily visit charges, surgical fees etc.

11.5 Claim Form of the Insurance Company/ FOCUS must be signed by the beneficiary and identity of the patient must be reaffirmed by the Provider.

11.6 Preventing any wrong and fictitious declaration in PR shall be the duty of the Provider and no reimbursement shall be payable for such errors. The Provider shall also ensure that the discharge card/ summery is completely in the accordance with the AL provided by the FOCUS.

Article 12: Billing Procedure

12.1 The FOCUS shall inform the Provider about any deficiency in the bill and/ or documents attached therewith, within seven working days from the date of receipt of such bill.



12.2 The Provider shall ensure that the bills so submitted by it are strictly as per the agreed SC and the relevant AL. It is understood by the Provider that any amount higher and/ or additional to the prescribed/ authorised amount shall not be reimbursed.

12.3 Personal expenses incurred by the beneficiary; such as telephone usage, television charges, registration fees etc. shall not be payable by the FOCUS and the Provider shall recover such amount from the beneficiary only.

12.4 Any uncovered treatment/ investigation cost also is recoverable from the beneficiary by the Provider.

12.5 The final bill should contain the following documents and supporting to enable the FOCUS for processing faster reimbursements:

- i. Photocopy of "Focus Card" with legible ID number (When applicable).
- ii. Photocopy of AL along with Consent Form and Claim Form, duly signed by the beneficiary.
- iii. Original bill with supporting documents and detailed break up of miscellaneous, consumables & other charges.
- iv. Original and complete discharge card mentioning duration of ailment and duration of other disorders, if any.
- v. Original investigation reports with corresponding prescription / request.
- vi. Pharmacy bill if supplied by hospital with corresponding request.
- vii. Any other statutory documentary evidence required as per the law.
- viii. Amount deposited by the beneficiary, if any.
- ix. Any other related documents.
- x. Attendant charges.
- xi. Details of extra food and beverages.

Article 13: Payment Terms & conditions

13.1 The FOCUS agrees to pay all the eligible bills along with the relevant original documents, as per Clause 12 and its sub-clauses, within 30 days of the receipt of such bills at their corporate office or the nearest branch office.

13.2 The amount which is not matched with the corresponding reports shall be deducted. However, such deduction may be paid later only if the relevant documentary evidences are provided to the FOCUS by the Provider within 90 days of the receipt of payments. The FOCUS shall inform the reasons for such deductions to the Provider.

13.3 The payments shall be made by crossed cheques of any Schedules Bank/ Nationalized Bank or through Money Transfer (MT).

13.4 The encashment of cheques shall be construed as due receipt, if the Provider fails to send a stamped receipt of such payments immediately upon receiving the cheques.

13.5 It is understood by the Provider that the reimbursement shall be made only after submission of all bills, vouchers and other necessary documents in original to the FOCUS in the prescribed format and their successful scrutiny/ approvals by the concerned Insurer/ Principal. No interest or penalty shall be payable in the event of non-compliance of the above condition.

**Article 14: Non-Exclusivity**

14.1 The FOCUS reserves the right to enroll/ appoint other Providers in its Network of Providers for implementing the packages envisaged herein and the Provider shall have no objection for the same and Vice-versa.

Article 15: Focus Card

15.1 Provider pledges that the software, password and Focus Card are and will remain the sole property of Focus Health Insurance TPA Pvt Ltd and shall be non-transferable. The provider shall return the aforementioned property, in working condition, should this Agreement comes to an end due to any reason.

15.2 The provider shall nominate a responsible person to operate and to keep in safe custody the property of Focus Health Insurance TPA Pvt Ltd.

15.3 The provider shall be responsible for any damage to the property of Focus Health Insurance TPA Pvt Ltd and shall bear all expenses towards repair of the same.

15.4 The "Focus Card", issued to the insured / beneficiary, is to be returned to the member after raising online pre authorization request. Under no circumstances shall the provider retain the same

Article 16: Jurisdiction & Arbitration of disputes

16.1 Any dispute arising out of this Agreement is subject to a sole arbitration and jurisdiction of the courts of New Delhi only. Any amendments in any of the clauses of this Agreement can only be effected as an addendum duly agreed/ acknowledged in writing by both the parties.

16.2 Any dispute, difference or question arising out of this agreement shall be discussed between the parties and resolved amicably. If any amicable solution cannot be reached within 90 days, either party shall have a right to approach the sole arbitrator under the provisions of Indian Arbitration Act. The seat and venue for the Arbitration shall be the place of signing the agreement.

Article 17: Notice

17.1 Any notice by the one party to the other party to this Agreement should be send only through a Registered Post on an address mentioned hereinabove. Such notice shall be deemed to have reached its destination at the end of 72 hours from the day it was forwarded for delivery by the Registered Post. The Provider undertakes to inform the FOCUS of any change in its address immediately upon such change is taken place.

17.2 This agreement shall replace any existing or non-existing previous agreement or understanding between the parties, whether orally or in writing and the provisions of this agreement shall bind the parties for all intents and purposes.



17.3 Any amendment, changes or cancellation in all or any of the provisions of this agreement shall be made in writing and shall be duly signed by the parties.

IN THE 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:

FOCUS

PROVIDER

For, Focus Health Insurance (TPA) Pvt. Ltd.

For,

Authorised Signatory

Authorised Signatory

In the presence of:

1.

2.