

AGREEMENT

This memorandum Of Undertaking Made Of _____ This Day Of 2022/23

BETWEEN

Vighnaharta Helth Care & Medical Services (opc) Pvt.Ltd, a company incorporated under the companies act 2013 and having Head office: Plot.No.36,TPS-III,397,Ramdas Colony,Jalgaon,Maharashtra,India,425001 (hereinafter called to as “HASP” (Healthcare administrative service provider) which expression shall, unless it be repugnant to the context or meaning thereof, shall deem to mean and its successors and assigns) of One Part.

AND

..... (Name of the Hospital) and Having its Hospital Registered Address At.....

.....Hereafter Referred To As Health Provoidar Or Empanal Hospital,(With Hospital Registration No: And 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, Hasp Intends To Offer And / Or Provide Various Services, Through Certain Other Business Associates, Including Healthcare Services And Healthcare Administrative Services. Hasp Will Provide Cashless Service To The Department Mention In Annexure A Employees Itself And Their Dependent Family Members (Hereinafter Referred to As “Enrolled Employee/ Beneficiary”) At Provoidar Or Empanel Hospital.

WHEREAS,..... 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.

Article 1: EFFECTIVE DATE

- ❖ The Parties Hereby Agree That The Effective Date Of The Agreement Shall Be The Date On Which The Agreement is Signed.

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- ❖ The agreement will be valid for a period of 3.5 years from the effective date of agreement.

Article 2:

- ❖ The Provider shall treat VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD.Beneficiaries in a courteous manner and with good business practices.
- ❖ The Provider will extend priority admission facilities to the beneficiaries.
- ❖ 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 entire tenure of the agreement.
- ❖ The Provider shall ensure that best medical treatment / facility is extended to the beneficiary.
- ❖ The Provider agrees to have medical audit/bills audit on periodical basis as and when necessary VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LT Daudit team
- ❖ The Provider shall allow VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTDofficial 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. VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTDshall not interfere with medical treatment of the patient. However the medical team of VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTDreserves the right to discuss the treatment plan with treating doctor. Access to billing, medical records and indoor papers will be allowed to VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTDas and when necessary or asked for.
- ❖ The Provider will instruct their attending consultant to keep the beneficiaries only for the required number of days of treatment and carry out only the required investigation & treatment for the 27 Acute & 5 Major ailment (Which is Annex B), for which he is admitted. Any other incidental investigation required by patient for his benefit, are not payable by HASP and the consultant will have to inform the patient that he will have to bear the cost of the same.

DEFINITIONS & INTERPRETATIONS

- 1) “BENEFICIARIES ” shall mean “Serving Only Enrolled Employees & their

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Dependents” of government department including serving or on deputations who are entitled for availing benefits under the scheme identified and certified by the HASP & government department includes his Family defined as per the Maharashtra State Services (Medical Attendance) Rules; 1961 as amended from time to time

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“BENEFICIARIES as follows:

- i) Employee /self
 - ii) Spouse
 - iii) Employee father or mother and either father – mother or father in law – mother in law in case of female Employees
 - iv) (Elder 3 children born before 1st May 2001, 2 children after 1st May 2001. unemployed Male child up to the age of 25 years And Female child up to her marriage)
- 2) **HOSPITALISATION:** Means any treatment, which needs admission of the Patient as an in-patient in the hospital for 27 Acute & 5 Major Ailments (which is Annex B), as per the Maharashtra State Services (Medical Attendance) Rules; 1961 as amended from time to time.
 - 3) **OUT PATIENT CARE:** Means Investigations and Consultations regarding any medical complaint not requiring member's admission to a hospital with monetary limit for which the member is entitled to
 - 4) **COVERED SERVICES:** Means benefits to which he member are entitled to under the terms & conditions of the agreement and do not fall in the Exclusion list of Annexure B of 27 Acute and 5 major ailments.
 - 5) **EXCLUSIONS OF SERVICES:** Means Benefits/Treatments that are not covered under the Scheme for which the company shall not be responsible
 - 6) **CARD:** Shall mean the HASP card (**VIGHNAHARTA HEALTH CARD**) issued by HASP authority.
 - 7) **Card Holder:** Shall mean a person having HASP card (**आरोग्य समृद्धी योजना HEALTH CARD**).
 - 8) **"PACKAGE RATE OF TREATMENT"** shall mean the cost of Medical Benefits envisaged under the scheme and shall be at the negotiated tariffs other than inadmissible items.
 - 9) **“DAY CARE CLAIM”** shall mean the day care admission as per the Maharashtra State Services (Medical Attendance) Rules; 1961 (which is Annex B) as amended from time to time.
 - 10) **“EMPANELMENT”** shall mean the hospital authorized by the HASP for treatment purposes for a particular period
 - 11) **“PRE-AUTHORISATION”** shall mean the request from the Service Provider to HASP duly signed by the treating doctor of the network hospital providing

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adequate information on the line of treatment and requesting HASP to provide authorization for giving Cashless Hospitalization.

12) **RAL** : “Request For Authorization Letter”

IDENTIFICATION OF BENEFICIARIES

The beneficiaries will be identified by the provider on the basis of an ID card issued to them bearing the logo and the wordings VIGHNAHARTA HEALTH CARE & MEDICAL SERVICES (OPC) PVT LTD & (**आरोग्य समृद्धी**

योजना Health Card) The ID card shall have information of the beneficiary.

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.

PROVIDER SERVICES – ADMISSION PROCEDURE:

- A) PRE-AUTHORIZATION:** The treatment procedure shall be performed on the basis of the authorization letter issued by HASP and required all necessary documents by the Hospital.
- B) VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD.** guarantees payment only after receipt of RAL and the necessary medical details. Only after VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD has ascertained the eligibility of coverage shall issue the Authorization Letter (AL)
- C) In case the ailment is not covered or given medical data is not sufficient for the medical team of Authorization Dept. to confirm the eligibility, VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD. can deny the Authorization**
- D) Denial of Authorization (DAL)/guarantee of payment are by no means denial of treatment. The provider is requested to deal with such case as per their normal rules and regulations.**
- E) The service provider shall provide CASHLESS facility to the Enrolled Employee/Beneficiary & raise the claim bill as agreed HASP prescribed tariff rate lists. The claim will be settled as per Maharashtra State Services (Medical Attendance) Rules; 1961 as amended from time to time. Bills over & above the agreed tariff will be deducted & HASP will not be responsible for this payment.**
- F) Service Provider should intimate & sent preauthorization intimation request to HASP WITHIN 24 working hours of hospitalization through online**

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system or email.

G) Claim will be settled as per Maharashtra State Medical Attendance Rules; 1961 as amended from time to time & HASP prescribed tariff rate list.

H) After settlement of claim the payment details will be sent HASP V.H.CARE SERVICES JALGAON office to respective Empanel hospital with details and below documents.

- Member Verification Letter
- Member Forms duly fill up & signed by employee
- Hospital Forms duly fill up & signed by treating Doctor
- Original discharge Card with summary.
- Final Hospital Bill with break up. (Amount collected by Service provider from Employee/beneficiary must clearly be mentioned in final bill in detail).
- Original copies of investigation reports.
- Doctors / Surgeons / Anesthetists (as applicable) bill with breakup.
- Pharmacy, Prescriptions, Consumables & Implants bills with details attested by employee.
- Any other documentary evidences statutorily required under the law, such as FIR in case of an Accident / Medico Legal cases.
- Signature of patient /beneficiary on main bill and also on HASP ID V HEALTH Card

I) Bill submission: All bills for which RAL given shall be submitted online within 2 days & hard copy sent to HASP office within 5 working days from the date of discharge.

J) Any non-covered treatment/ Investigation, non-consumable cost/charges must be recovered from the patient.

K) In case of any shortfall of the mandatory documents V.H.CARE SERVICES JALGAON will intimate the same to Provider via Email/Telephone. The requested documents have to be submitted by the Services Provider within 24 HOURS of date of intimation. If provider fails to comply with the requested documents within stipulated time frame the Authorization issued will be considered as Null and void and V.H.CARE SERVICES JALGAON will not be liable for payment of the claim

L) Warranties by Service Provider

The Enrolled Employee/Beneficiary will be provided treatment by the panel of consultants / doctors / surgeons / medical staff of the Services Provider

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Hospital according to the established clinical protocols and prevalent norms in the medical world. The Provider warrants that it shall follow ethical practices in conducting diagnostic tests, prescribing medical procedures etc. at all points of time.

The Provider warrants that the hospital would be well maintained and will have qualified & experienced medical staff and all necessary and up-to-date facilities round the clock for treatment of Beneficiary.

Provider warrants that it shall not disclose to any outsider persons or agencies any confidential information regarding the Patient OR HASP whether marked “confidential” or not unless authorized to do so by HASP.

GENERAL CLAUSE:

- Both Parties agree upon signing of this agreement, the only document binding between them shall be this Agreement.
- A reference to singular shall mean it’s plural or vice versa as the context means in this Agreement.
- Capitalized terms used in this Agreement shall have the meaning as defined in this Agreement.
- Both Parties are aware that this Agreement being an agree for healthcare administration through Cashless Hospitalization facilities to Scheme beneficiaries as per Maharashtra State Medical Attendance Rules; 1961 as amended from time to time & does not fall within the IRDA regulations.
- Both Parties are aware that the Scheme pre-supposes obtaining reimbursement from Government under Maharashtra State Medical Attendance Rules; 1961 as amended from time to time
- Beneficiaries agree to pay the Non admissible charges (as per the applicable and amended by Maharashtra State Medical Attendance Rules; 1961 (which is Annex B) as amended from time to time) to the hospital in cash while discharge.
- Cashless Benefit up to Rs.3 Lac for Twenty Seven acute ailments and Rs.3 Lac for Five Major Ailment. Rs. 3 Lac for major ailment inclusive of Rs.1.5 Lac cashless & 1.5 Lac advance from Department (excluding inadmissible items) as per Maharashtra State Medical Attendance Rules; 1961 (which is Annex B) as amended from time to time.
- HASP will be processing the claim as per Maharashtra State Medical
- Attendance Rules; 1961 as amended from time to time & submit claims

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to government department for medical reimbursement.

- Ward entitlement: The Beneficiaries shall be entitled for cashless hospitalization based on the grades (Confirmation is required from HASP) before allocate the wards.
- Beneficiaries availing cashless hospitalization under this scheme will have to sign all the necessary documents required for medical reimbursement as per state government rules. Beneficiaries will also cooperate regarding submitting additional documents as and when require by reimbursement authorities. Beneficiaries have to submit Promissory Note along with the Cheque for the cashless treatment availed.
- The Service Provider Hospital will not take any deposit from the Enrolled Employee/Beneficiary. In case of admission in emergency an intimation of admission should be given within working 12 hours. In case where the admission is pre-planned the same shall be done with prior approval. (Incase Hospital take deposit form beneficiary and RAL is approved, in that case Hospital return advance deposit to beneficiary before discharge.)

PAYMENT:

- 1) VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD,JALGAON agrees to pay all the eligible bills, within 3 To 4 Month of the Receipt of last Additional Document Request Reply At VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD. PVT LTD,JALGAON
- 2) In case certain billed items are not correlated with corresponding report, such claim amount will be deducted from the final bill.
- 3) Payment will be done by “At per payable” Cheque of nationalized bank or by Electronic Clearance System as mentioned details in the provider information form.

LIMITATIONS OF LIABILITY AND INDEMNITY

VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD. PVT LTD. will not interfere in the treatment and medical care provided to its beneficiaries. V.H.CARE SERVICES JALGAON will not be in any way held responsible for the outcome of treatment or quality of care provided

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by the provider.

VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD. PVT LTD shall not be liable or responsible for any acts of omission or commission of the Doctors and other medical staff of the provider.

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 VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD. PVT LTD.

CONFIDENTIALITY:

The Provider undertakes to protect the secrecy of all the data of VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD beneficiary and trade or business secrets of VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration

TERMINATION

VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD. shall reserve the right to terminate the agreement without notice if-

- The provider violates any of the terms and conditions of this agreement; or
- Increases fee schedule without prior notice; or
- VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD comes to know of wrong and fraudulent practices; or
- VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD observes cases of over stay and over provisioning without adequate explanation.
- Provider can terminate the agreement
- After giving 60 days' notice to VIGHNAHARTA HELTH CARE & MEDICAL SERVICES (OPC) PVT.LTD. PVT. LTD.
- 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.

AMENDMENT TO AGREEMENT

No variation in or modification of the terms of the agreement shall be made

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except by written amendment signed by duly authorized representative of both the parties.

JURISDICTION

- Any Disputes / Claim arising out of this Memorandum of Understanding are subject to Arbitration and Jurisdiction of Nashik Courts.
- 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 solutions 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 reenactments or modifications thereof.
- 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 the parties in writing.
- The venue of the Arbitration shall be JALGAON and the arbitration shall be carried out in English or Marathi language only.
- The arbitration decision shall 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
- Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from both the parties.

NOTICES

Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below

(Empanel /Provider Hospital Name)

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.....
.....
Vighnaharta Helth Care & Medical Services (opc) Pvt.Ltd
Head office: Plot.No.37,TPS-III,397,Ramdas Colony,jalgaon
Each Party acknowledges that it has read this agreement, understands it,
and agrees to be bound by its terms and further agrees that it is the
complete and exclusive statement of the agreement among the parties.
In witness whereof the parties hereto have put their signature on the
date, month and year mentioned above in presence of the following
witnesses.

1)

Signature & Stamp
VIGHNAHARTA HELTH CARE & MEDICAL SERVICES
(OPC) PVT.LTD.
(C.E.O.)

2)

Signature & Stamp

----- (Hospital Stamp)

(Hospital Director Or Signing Authority)

Witness

1) ----- (Signature)

2) Ani.R.Dighe /Dnyaneshwar Bari (Signature)

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Our Contact Details

Claim Sanction Department: Contact for Assistance Of Cashless Approval Facility

1. Email id : info@vignahartahealthcare.com
2. Claim Sanction Department : 02572226876 / 9765500876

Empanelment Department: Contact For Any Change In Provider Information, Hospital Tariff, Or other Cases Concerned To This

3. Email ID : approval@vignahartahealthcare.com
4. Email ID : networking@vignahartahealthcare.com
5. Contact : 9970149299 (0257-2226827)



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शासन निर्णय सार्वजनिक आरोग्य विभाग क्र. एमजी २००५/९ प्र. क्र. आ. ३. दि १९ मार्च, २००५ चे सहपत्र
परिशिष्ट अ

शासन निर्णय २७ आकस्मिक व ५ गंभीर आजाराची यादी :

1. हृदयविकाराचा झटका (cardiac emergency) प्रमिशितक सहनी (cerebral Vascular) फुफुसाच्या विकाराचा झटका (pulmonary emergency) /अन्जिओग्रफी चाचणी
2. अति रक्तदाब (Hypertension)
3. धनुर्वाद (Titans)
4. घटसर्प (Diphtheria)
5. अपघात (Accident) आघात सलक्षण (Shock Syndrome) हृदयाशी आणि रक्तवाहिनीशी संबंधित (Cardiological and Vascular)
6. गर्भपात (Abortions)
7. तीव्र उदर वेदना / आंत्र अवरोध (Acute abdominal Pains/Intestinal Obstruction)
8. जोरदार रक्तस्राव (Severe Hemorrhage)
9. गस्ट्रो – एन्ट्रयटीस (Gastro-Entireties)
10. विषमज्वर (Typhoid)
11. निश्चेनावस्था
12. मनोविकृतीची सुरवात (Onset of Psychiatric Disorder)
13. डोळ्यातील दृष्टी पटलं सरकणे (Retinal Detachment in The eye)
14. स्त्रीरोगशास्त्र आणि प्रस्तुती शास्त्र संबंधित यांच्याशी आकस्मिक आजार (Gynecological and Obstetric Emergency)
15. जनमुत्र आकस्मिक आजार (Genito – Urinary Emergency)
16. वायू कोथं (Gas Gangrine)
17. कान, नाक किंवा घसा यामध्ये विजातीय पदार्थ गेल्यामुळे निर्माण झालेले आजार (Foreign Body in Ear, Nose or Throat Emergency)

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18. ज्यामध्ये तातडीने शस्त्रक्रिया करणे आवश्यक असते अशा जन्मजात असंगती (Congenital-nomalies Requiring urgent Surgical Intervention)
19. ब्रेन ट्युमर (Brain Tumor)
20. भाजणे (Burns)
21. इपेलेप्सी (Epilepsy)
22. ऑक्युट ग्लुकोमा (Acute Glaucoma)
23. स्पायनल स्कोड (मज्जारज्जू) संबधात आकस्मिक आजार
24. उष्माघात
25. रक्तसंबधातील आजार
26. प्राणी चावल्यामुळे होणारी विषबाधा
27. रसायनामुळे होणारी विषबाधा

गंभीर आजार – भाग २

1. हृदय शस्त्रक्रिया प्रकरणे (Heart Surgery)
2. हृदय उपमार्ग शस्त्रक्रिया (By Pass Surgery)
3. अन्जिओप्लस्टी शस्त्रक्रिया
4. मूत्रपिंड प्रतीरोपण शस्त्रक्रिया (Kidney Transplantation)
5. रक्ताचा कर्करोग (Blood Cancer)