



Managed & Operated By  
**SERBA DINAMIK IT SOLUTIONS SDN. BHD.**  
(Wholly Subsidiary Of Serba Dinamik Group Berhad)  
7-5, Pusat Dagangan UMNO Shah Alam,  
Lot 8, Persiaran Damai, Seksyen 11,  
40100 Shah Alam, Selangor Darul Ehsan.



Strategic Collaboration With



**MALAYSIAN MEDICAL THIRD PARTY ADMINISTRATOR**

## **PANEL PROVIDER TERMS & CONDITIONS**

### **1. Provision of Health Care Services**

- (a) The panel Clinic shall be solely responsible for the [provision of Health Care Services, advice and treatment rendered as defined under Private Healthcare Facilities and Services Act 1998. Nothing contained herein shall interfere with, nor, in any way, affect or limit the level of care exercise of medical judgment or performance of services by The Panel Clinic in rendering the Healthcare services to MyTPA, its members or customers (“MyTPA members”).

### **2. Licensure and Certification**

- (a) The Panel Clinic shall comply with all laws relating to furnishing Health Care Services to MyTPA members, maintaining effect and good standing all licenses and governmental approvals necessary for such purpose and shall maintain compliance with all applicable credentialing criteria and requirements.
- (b) Copies or proof of current license, certification as well as accreditation by an accrediting organization as applicable or as required by law must be furnished or made available to MyTPA upon request.
- (c) The Panel Clinic shall notify MyTPA in writing within seven (7) calendar days of any change in compliance with any of these requirements which may materially affect The Panel Clinic’s ability to perform any obligation under the appointment hereof.

### **3. Quality Assurance**

- (a) The Panel Clinic shall maintain adequate processes and rules to maintain quality, quantity, appropriateness and timeliness of Health care Services furnished to MyTPA’s members.

### **4. Grievance Procedures**

- (a) The Panel Clinic shall maintain procedures for resolving grievances and shall cooperate with any grievance procedure directed from MyTPA members. All disputes, complaints, grievances or comments relating to patient care or other disputes involving MyTPA members shall be solely directed and communicated to MyTPA via MyTPA’s Healthcare Network Management Department, falling, which, MyTPA shall not entertain such disputes, complaints, grievance procedure or comments not directed and communicated to MyTPA, and MyTPA shall incur no liability whatsoever in respect thereof.

### **5. Compliance with Operational Procedures**

- (a) The Panel Clinic shall accept all MyTPA members upon presentation of a valid MyTPA QR Identity.
- (b) The Panel Clinic shall verify and register all relevant details relating to MyTPA members’ outpatient/specialist treatment for recording and evidentiary purposes, not limiting to the medical records of such members. The Panel Clinic should contact MyTPA personnel immediately in the event of any failure or inability to conduct verification on the membership of the patient.
- (c) The Panel Clinic shall accept and comply with the regular revisions or amendments on the terms of application/usage of the MyTPA Program whereby The Panel Clinic will receive regular updates from MyTPA. At all times, the more recent version of the terms of application/usage of the MyTPA Program provided to The Panel Clinic shall be binding and prevail over any other version as being the most current.
- (d) The Panel Clinic acknowledges and agrees that MyTPA’s payment guarantee on the medical charges incurred by the members is limited and subject to the member’s benefit limit as specified via the MyTPA web-based system or as otherwise advised in writing. The Panel Clinic further acknowledges that the member shall personally bear all such excess amounts incurred and The

Panel Clinic shall be solely responsible in collecting all excess amounts directly from the member in the event the member's benefits limit is exhausted.

(e) For Specialist Visitation/Treatment (if applicable)

A MyTPA Specialist Form will be available and faxed to The Panel Clinic, attached with a Specialist Visit Letter of Guarantee upon the member's request and confirmation of his/her visit to The Panel Clinic. The Panel Clinic is required to adhere and compile with the terms specified in the Letter of Guarantee provided to The Panel Clinic.

**6. Computer System**

- (a) The Panel Clinic shall ensure that its computer's operating system and browser are compatible with MyTPA's operating system relating to the MyTPA Program. The Panel Clinic shall also ensure that its computer is equipped with a secured high speed internet connection to access MyTPA's system.

**7. Medical Records**

- (a) The Panel Clinic shall make available to MyTPA upon request, copies of all medical records for the purpose of maintaining a quality assurance program required by MyTPA for as long as necessary (no lesser than six (6) years) that medical records are required to be kept under applicable governing current laws from the date of treatment or consultation of the member.

**8. Audit & Inspection**

- (a) MyTPA shall have access to and the right to examine all documents and records which relate to the MyTPA Program and this appointment upon providing sufficient and reasonable notice to The Panel Clinic. However, any review of the documents and record must be tailored to the specific purpose for which MyTPA seeks such information and must be in compliance with the applicable laws.
- (b) Notwithstanding the aforementioned, in the event MyTPA suspects any fraudulent claim made by The Panel Clinic, MyTPA shall be entitled to conduct audit on The Panel Clinic's documents and records without having to give any prior notice to The Panel Clinic. Failure by The Panel Clinic to cooperate in extend reasonably requested by MyTPA in an investigation into suspected fraudulent claim will be considered determinative that a fraudulent claim has occurred.

**9. Proprietary Rights**

- (a) MyTPA shall retain sole and exclusive ownership of all rights, title and interests in this MyTPA Program and all intellectual property rights relating thereto, including without limitation, issued patents and pending patent applications with the respect to its MyTPA Program and the technology related thereto. The provision shall survive termination and expiration of this appointment and shall remain in full force and affect thereafter. Without derogating from any of the provisions herein, The Panel Clinic shall not decompile, reverse-engineer, copy, transfer, assign, rent, resell, distribute or use the MyTPA Program or any part thereof, or any software underlying the MyTPA Program, other than as expressly authorized by MyTPA.

**10. Trademarks**

- (a) Any and all trademarks, service marks, product names, and trade names on MyTPA, including its affiliate companies, appearing on or through the are exclusively owned by MyTPA. The Panel Clinic shall not use or display any trademark, service mark, product name, trade name, or logo appearing on or through the Service without the prior written consent or express authorization from MyTPA.

**11. Billing procedures**

- (a) All cases administered under the MyTPA Program of our members must be promptly completed (along with the full and complete medical reports and other relevant details required) and submitted to MyTPA via the MyTPA web-based system for bill verification, assessment and

payment processing, but shall, in no event, be later than fourteen (14) calendar days from the date of visit of the Member ("Billing Submission Period") failing which such pending case shall be deemed closed and completed. MyTPA shall reserve the right, and without liability, to deny payment for such pending case not submitted within the Billing Submission Period.

- (b) For all payments made via bank transfer, in the event of a cancellation/rectification of transaction due to the erroneous bank account details provided by The Panel Clinic, The Panel Clinic shall bear all additional bank charges that may arise due to the cancellation/rectification of such faulty transaction.
- (c) In the event of a discrepancy on the amount billed to MyTPA due to whatsoever reasons caused, MyTPA shall be entitled to rectify or readjust the discrepancies made in accordance with the applicable standards of a reasonable and customary charge.
- (d) MyTPA shall make payment to The Panel Clinic within thirty (30) calendar days after its receipt of correct invoices and upon full submission of documentation from The Panel Clinic as may be required by MyTPA.
- (e) Our commitment that we will not incur any extra charges to The Panel Clinic.

*\*\*To be read and completed by the appointed Health Care Provider (The Panel Clinic)*

**ACKNOWLEDGEMENT AND ACCEPTANCE**

We hereby acknowledge, agree without any prejudice and accept the terms and conditions hereinabove mentioned pursuant to our appointment as the panel health care provider (The Panel Clinic) of MyTPA under Serba Dinamik IT Solutions Sdn Bhd, and we hereby convey our consent of the same.

Signed by

For and on behalf of  
Name of The Clinic:

Name of Legal Representative:

Company/Clinic Stamp:

Designation:

APC No:

Date :