

### INDIA NON JUDICIAL

### Government of Karnataka

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### MEMORANDUM OF AGREEMENT

Please write or type below this line

An agreement made and entered into on this 21 Nov 2023 between the President of India, acting through Director, Regional Centre ECHS, Bangalore (Station), for Ex Servicemen Contributory Health Scheme, (hereinafter called "ECHS" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the First Part

Dr.Rajendra B Nerli, Director Clinical Service S/o Mr.Bapusaheb Nerli owner or the authorized signatory of KLES Hospital & MRC (Run by KLE Society), Nehru Nagar, Belgaum, Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing Home, Hospices, Rehab Centre, Physiotherapy Centre, etc) which expression and sisteral deletiby or repugnant to the subject or context shall mean to include its legal representative successors and permitted assigns) of the Second Part

The authenticity of this Stamp certificate should be verified Regions Any discrepancy in the details on this Certificate and as available. The onus of checking the legitimacy is on the users of the certific

3. In case of any discrepancy please inform the Competent Asangalors

KLES Hospital & MRC (Run by KLE Society), Nehru Nagar, Belgaum (name of corporate body/firm/trust/owner of medical facility), had applied for Empanelment under ECHS for treatment of the members of ECHS and their dependent beneficiaries, and ECHS proposes to extend empanelment KLES Hospital & MRC (Run by KLE Society), Nehru Nagar, Belgaum name of Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc) for treatment of ECHS members and their dependent beneficiaries for the treatment / diagnostic facilities as given in the Annexure II of Appendix A to Government Sanction Letter: MOD/GOI letter No. 22B (08)/03/US(WE)/D(Res) dated 29 Oct 2004.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:-

- 1. <u>List of Appendices and Annexures</u>. Under mentioned Appendices and Annexures shall deemed to be an integral part of this Agreement:-
  - (a) Appendix A Admissions, treatment and rates in empanelled hospitals
  - (b) **Appendix B**. Procedure for taking action against medical facilities empanelled with ECHS.
  - (c) Appendix C. Agreement with respect to the Online Bill Processing.
  - (d) Appendix D. Format for Feedback on Empanelled Medical Facilities.
  - (d) Annexure I. List of Polyclinics which are authorized to issue the referral form.
  - (e) Annexure II. Attested photocopy of the relevant Annexure to the Government Sanction Letter for Empanelment giving out the facilities for which the hospital / diagnostic / imaging facility is empanelled for.
  - (f) Annexure III. Rate List (CGHS /Negotiated rates provided less than CGHS rates/ECHS rates).
- 2. <u>Definitions and Interpretations</u>. The following terms and expressions shall have the following meanings for purposes of this Agreement:-
  - (a) "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
  - (b) "Medical Facility" shall mean Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centreetc under this agreement providing medical investigation, treatment and the health care for ECHS beneficiaries.
  - (c) "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the policies/rulings issued by Central Org ECHS/Govt of India (MoD).
  - (d) "Bill Processing Agency" (BPA) means the agency appointed by ECHS for processing of Bills/ Data of all ECHS beneficiaries attending the empanelled Private medical facilities.
  - (e) "Card" shall mean the ECHS Card / authorization document issued by ECHS authority.
  - (f) "Card Holder" shall mean an entitled person having a ECHS Card/authorization document.
    (g) "ECHS Beneficiary" shall mean a person who is eligible for coverage of ECHS and holds a valid ECHS card/authorization document the benefital.

Go Gapt
Director

Regional Centre ECHS
c/o AF Sto Jalahalli (West)
Bangalore - 560 015
PIN - 937

Dr. R. B. NE KLI Director Civical Services Director Civical Services NES Dr. Prabhakar Kore Hospital KLES Dr. Prabhakar Kore Hospital NES Dr. Prabhakar Relagavi - 10.

- (h) "Coverage" shall mean the financial limit under ECHS scheme for treatment of ECHS beneficiaries. Scheme being capless and cashless, no charges will be levied on ECHS beneficiary by Empanelled medical facility even in emergency, when ECHS beneficiary gets admitted/treated for a particular specialty which is not empanelled.
- "Diagnostic Centre" shall mean the (Name of the Diagnostic Centre) performing tests/Investigations.
- "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray, CT Scan. MRI, USG, etc.
- Emergency. Emergency shall mean any condition or symptom resulting from any cause. arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- "Empanelment" shall mean the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc authorized by the ECHS for treatment/ investigation purposes for a particular period.
- "Dis-empanelment of Medical Facility" shall mean removal of Empanelled medical facility on account of adopting unethical practices or fraudulent means in providing medical treatment to ECHS beneficiary or not following the good industry practices of the health care for the ECHS beneficiaries or violation of MoA or being beyond the requirement of ECHS as decided by Central Org, ECHS.
- "Party" shall mean either the ECHS or the medical facility and "Parties" shall mean both the ECHS and the medical facility.
- "Health Care Organization (HCO)" shall mean the (name of the hospital) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

### Conditions for Providing Treatment/Services

- General Conditions. The following will be governed in general conditions:-3.
  - The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eve Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc. shall be empanelled for all facilities/services available in the healthcare organization as approved by NABH/NABL/QCI and shall not be empanelled for the selected specialities/facilities.
  - Hospital being NABH/NABL Accredited, would offer all the services within NABH/NABL (b) Scope to ECHS beneficiaries in order to claim NABH/NABL rates, failing which, they will be entitled for Non-NABH/Non-NABL rates.
  - The Hospital will be paid NABH/NABL rates subject to continued accreditation by NABH/NABL. If renewal of NABH/NABL Accreditation is not submitted prior to the expiry of current scope. Hospital will be paid Non NABH/Non NABL rates. Renewed NABH/NABL Scope will be ratified by MoD in the form of GL Note to enable payment at NABH/NABL rates.
  - (d) The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home Hospices, Rehab Centre, Physiotherapy Centre, etc shall investigate/treat the ECHS beneficiary only for the condition for which they are referred with due authorization letter. Prebhakar Kore Hospit nru Nagar, Belagavi - 10.

cle AF Sipuralahalli (West) Bangalore - 560 015

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- In case of unforeseen emergency of these patient during admission for approved 'procedure, provisions of emergency treatment' shall be applicable.
- (e) It is agreed that ECHS beneficiaries shall be attended to on PRIORITY.
- (f) ECHS has the right to monitor the treatment provided in the HCO.
- CGHS empanelled hospitals on empanelment with ECHS will adhere only to the ECHS empanelment norms for ECHS beneficiaries.
- Authorization Letter for Treatment. The treatment/procedure shall be performed on the basis of the authorization letter issued by the concerned ECHS Polyclinic and on the production of a valid ECHS card by the beneficiary.
- Investigation Prior to Admission. All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure as a part of package.
- Additional Procedure/Investigation. For any material/additional procedure/investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority except in the emergency.
- Procedure Where Referred Case Needs Specialized Treatment Not Available in The Hospital. HCO shall not undertake treatment of referred cases in specialities which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to ECHS authorities. However, in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.
- Admissions, Treatment and Rates in Empanelled Hospitals. Admission, treatment and rates in empanelled hospitals will be guided by the provisions mentioned in Appendix A.
- Revision of Rates. The medical facility is not at liberty to revise the rates suo moto. The Rates fixed by the CGHS/ECHS shall continue to hold good unless revised. In case the notified rates are not acceptable to the empanelled medical facility, or for any other reason, the medical facility no longer wishes to continue on the list under ECHS, it can apply for exclusion/removal from the panel by giving 30 days notice. However, for patients undergoing treatment in the hospital shall continue to avail the treatment till the individual is discharged.

### **Emergency Admission**

In emergency, patient shall be admitted and life & limb saving treatment will be given on production of ECHS card by the members, even in the absence of referral form. In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member or a pensioner availing ECHS facilities. The refusal to provide the treatment to bonafide ECHS beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment. The treatment should not be delayed even if the ECHS beneficiary is not in possession of the ECHS card which can be brought later. All emergencies will be treated on cashless basis till stabilization even if the specialty concerned for management of the case is not empanelled. The hospital will inform the nearest Polyclinic / Online about such emergency admission within 02 (Two) hours or as amended from time to time. Payments will NOT be recovered from ECHS patient in such cases. The following ailments may be treated as an emergency which is illustrative only and not exhaustive, depending on the condition of the patient:-

> hna A Pillai) Gp Capt Director Regional Centre ECHS c/o AF Stn Jalahalli (West) Bangalore - 560 015

S Dr. Prabhakar Kore Hospita

MRC, Nehru Nagar, Belagavi - 10

- (a) Acute Cardiac Conditions/Syndromes including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade. Acute Left Ventricular Failure/Severe Congestive Cardiac Failure. Accelerated hypertension, complete dissection of Aorta etc.
- (b) Vascular Catastrophies including Acute limb ischemia, Rupture of aneurysm, medical & surgical shock and peripheral circulatory failure.
- (c) Cerebro-Vascular Accidents including strokes, neurological emergencies including coma, cerbro-meningeal infections, convulsions, acute paralysis, acute visual loss.
- (d) Acute Respiratory Emergencies including Respiratory failure and de-compensated lung disease.
- (e) Acute abdomen including acute obstetrical and gynecological emergencies.
- (f) Life threatening injuries including Road traffic accidents, Head injuries, Multiple Injuries, Crush Injuries and thermal injuries etc.
- (g) Acute poisonings, Monkey/Dog and snake bite.
- (h) Acute endocrine emergencies including Diabetic Ketoacidosis.
- (j) Heat stroke and cold injuries of life threatening nature.
- (k) Acute Renal Failure.
- (I) Severe infections leading to life threatening sequelae including Septicemia, disseminated/military tuberculosis etc.
- (m) Acute Manifestation of Psychiatric disorders. [Refer Appx `D' of Central Organisation letter No B/49778/AG/ECHS/Policy dated 13 Nov 2007.]
- (n) Dialysis treatment.
- (o) Any other condition in which delay could result in loss of life or limb. In all cases of emergency, the onus of proof lies with the Empanelled hospital.
- 12. **Appropriateness of Emergency**. The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority including while processing of hospital bills. In case emergency is not proved, disciplinary action against the medical facility may be initiated including penal deductions.
- 13. "Entitlements for Various Types of Wards". ECHS beneficiaries are entitled to facilities of private, semi-private or general ward as per category given below as per Gol/MoD letter No 22D(04)/2010/WE/D(Res-I) dt 29 Dec 2017:-

SI No	Category	Ward Entitlement
(i)	Recruit to Havs & equivalent in Navy & Air Force	General
(ii)	Nb Sub/ Sub/ Sub Maj or equivalent in Navy & AF (including Hony Nb Sub/ MACP Nb Sub and Hony Lt/ Capt)	Semi Private
(iii)	All officers	Private

(Mang Krishnala Pillai)
Gp Capt
Director
Regional Centre ECHS
c/o AF Stn Jalahalli (West)
Bangslore 560 015

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### Definitions of Wards are as Under:-

- Private Ward. Private ward is defined as hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa set, carpet, etc. as well as a bed for attendant. The room has to be air-conditioned.
- Semi Private Ward. Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toiled facilities and necessary furnishing.
- General Ward General ward is defined as a hall that accommodates four to ten patients. (c)

Treatment in higher Category of accommodation than the entitled category is not permissible except if on payment to hospital by beneficiary of the difference between entitled category rates and the actually availed rates on the beneficiaries choice.

### Information to Be Provided to The BPA by Hospitals

- Emergency Admissions. Hospital will intimate to the BPA and to ECHS within two (02) hours of 14. such admission and the BPA will respond with due authorization in four (04) hours. Treatment in no case would be delayed or denied because authorization by the BPA is only confirmation of the e-work flow in respect of such patient. Post discharge the hospital would upload bills and other documents as the requirements of ECHS within the time lines laid down.
- Referred Admissions. Where the ECHS beneficiary visits the hosp with a proper referral and 15. authorisation letter, the hospital will verify and submit information of admission to the BPA and to ECHS online. The BPA would respond with an authorization within four (04) hours. Post discharge the hospital would upload bills and other documents as per the requirements of ECHS within the time lines laid down.
- Processing of Claims/Bills By The BPA. The BPA during the course of auditing will restrict the claims as per ECHS/CGHS/Govt of India (MoD) rules and regulations. BPA will also examine in terms of following:-
  - Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
  - Whether the planned treatment is shown as emergency treatment. (b)
  - Whether the diagnostic medical or surgical procedures that were not required were conducted by hospital including unnecessary investigations.
  - Maintaining database of such information of ECHS beneficiaries for future use. (d)
  - Whether the treatment procedures have been provided as per the approved rates and the packages.
  - Whether procedures performed were only those for which permission has been granted. (f)
- Procedure for taking action against medical facilities empanelled with ECHS will be governed vide MoD/DoESW letter No. 25(02)/2018/WE/D (Res-1) dated 10.10.2019 given in Appendix B.

### Duties and Responsibilities of Empanelled HCO

18. It shall be the duty and responsibility of HCO at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services, and health care and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities under or as per the existing SUFS Dr. Pr C, Nehru Nagar, Bo law.

- 19. The HCO shall not assign in whole or in part, its obligations to perform under the agreement, except with the ECHS's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the ECHS. Any such assignment shall not relieve the HCO from any liability or obligation under this agreement.
- 20. <u>Services Being Provided Hosp</u> by. <u>KLES Hospital & MRC (Run by KLE Society)</u>, <u>Nehru Nagar</u>, <u>Belgaum</u> Name of Medical facility) <u>NON NABH</u> is recognized under ECHS for treatment of the ECHS members and their dependant beneficiaries for <u>Services attached at Annexure II (Copy of the relevant Annexure to the Government Sanction Letter to be attached)</u> (subject to the conditions hereinafter mentioned) NABH hospital to get NABL rates and their integrated laboratory have to be NABL accreditated. The hospitals would follow the rules and procedures as mentioned in the Policies uploaded on the ECHS Site (www.echs.gov.in) including SOP for Online Billing / Authentication / integration with other application of ECHS and amendments issued from time to time. ECHS has all rights to install any equipment/device in the premises of empanelled medical facilities for the benefit of ECHS beneficiaries. Necessary support including expenditure on infrastructure and manpower will be provided by the concerned Medical Facilities by given date without any additional lien on agreed MoA. The facility will be developed by the empanelled facility by the date and time as specified by Central Org ECHS.
- 21. <u>Notification of Nodal Officers</u>. Empanelled hospital shall notify three Nodal officers for ECHS beneficiaries, one of them must be holding the designation of owner/CEO, who can be contacted by ECHS beneficiaries in case of any eventuality. Any change in these Nodal officers must be intimated to the Regional Centreimmediately so that the respective Polyclinics can be informed of the same. These details must also be displayed boldly at the reception of the empanelled hospital.

The name, designation, email id and mobile number of the Nodal Officers will be specified as under:-

SI	Name	Designation	Mobile No	Email ID
(a)	COL DAYANANDA. M.	Owner/CEO	9.886632968	medical director
	(Retd)			@ Kle hospital on
(b)	Dr. Rayashercal	MS/Dy MS/Addl MS	988605460	creatiteeckles hoppital
	Sommanatti			egmall.com.
(c)	Dr. Rajendra B	Corporate Affairs/	9916885402	credit Cell Kleshon pit
	Nerli.	Auth Signatory	1,4100001.2	@ gmail . com

- 22. <u>Annual Report</u>. HCO will submit an annual report regarding number of referrals received, admitted ECHS beneficiaries, bills submitted to the ECHS and payment received, details of monthly report submitted to the Additional Directors/Joint Additional Directors ECHS of concerned city. Annual audit report of the hospitals will also be submitted along with the statement. HCO shall submit all the medical records in digital format.
- 23. <u>EMR (Electronic Medical Records)/ EHR (Electronic Health Reports).</u> The empanelled Health Care Organization (Except Eye Hospital/Centre, Dental Clinics, Diagnostic Lab/Imaging Centres) shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by Ministry of Health & Family Welfare within one year of its empanelment.
- 24. <u>No Commercial Publicity</u>. HCO will not make any commercial publicity projecting the name of ECHS. However, the fact of empanelment under ECHS shall be displayed at the premises of the empanelled Health Care Organization.
- 25. <u>Meetings</u>. Authorized signatory / representative of the empanelled hospital shall attend the periodic meetings held by Regional Centre required in connection with improvement of working conditions and for Redressal of Grievances. Concerned billing staff must also attend such periodic interactive sessions conducted by the Regional Centers as to resolve the outstanding issues.
- 26. <u>Inspections</u>. There shall be continuous Medical Audit of the services provided by the empanelled medical facility. During the visit by authorized representative of polyclinics. Stn. Cdrs/ Regional Centres/ Central Organization including BPA, the empanelled medical facility authorities will cooperate in carrying out the inspection. It shall be the duty and responsibility of the empanelled medical facility (Hospital, 10. Diagnostic Centre, Dental Centre/Lab, Imaging Centre, c/o AF at a carrying the cooperate in carrying the empanelled medical facility.

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Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre) at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws".

- Integrity and Obligations of Empanelled Medical Facilities During Agreement Period. 27. The empanelled medical facility is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The medical facility is obliged to act within its own authority and abide by the directives issued by the ECHS. The medical facility is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence. misconduct or deficiency in services, if any.
- 28. Application Form for Empanelment. The terms and conditions stipulated in the Application for Empanelment with ECHS shall be read as part of this agreement.
- Agreement with respect to the Online Bill Processing & Patient Feedback. The medical facility must abide by the instructions as given at Appendix C i.e. Agreement with respect to the Online Bill Processing. The Bill Processing fees will be charged as per the rates given in the above mentioned Appendix. ECHS reserves the right to revise these charges from time to time. All digitally signed bills will be uploaded on BPA's portal and the summary of final bills will be authenticated and duly signed along with Mobile Number by the primary beneficiary or any of the dependent holding a valid ECHS card. For Diagnostic labs having multiple collection Centre and providing reports online, the referral issued by polyclinic will be authenticated and duly signed along with the Mobile Number by the beneficiary on the referral at the time of collection of sample. The same will be uploaded on the BPA portal. All IPD patients will be provided feedback proforma as per format given at Appendix D. The feedback proforma is to be obtained from the patient or any of the dependent holding a valid ECHS card. The feedback proforma is mandatorily to be attached with the bills on the BPA portal, failing which the claim will be forwarded to NMI A Mobile Application for ECHS beneficiaries is also being developed which will enable beneficiaries to submit feedback through online mode which will be integrated with the BPA portal.
- The hospital shall raise bills in the BPA portal online in respect of the treated ECHS members, 30. within seven days of the completion of the treatment/discharge of the patient or last OPD date.
- Tax deduction at source as per Section 194J of the Income Tax Act, 1961 for Technical 31. (Medical Expense) and professional Services fee for bills submitted for payment, shall be deducted after processing for reimbursement. Any other instructions issued by Govt authorities are binding.
- Changes in Infrastructure / Staff To Be Notified To ECHS. 32. The medical facility shall immediately communicate to Regional Centre about any closure of empanelled facility/renovation of infrastructure/shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location. The new establishment of the same Hospital shall attract a fresh certification from QCI/NABH/NABL etc. for consideration of continuation of empanelment.
- The ECHS shall have a lien and also reserves the right to retain and Retention of Payment. 33. set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the ECHS may have against the hospital under this or any other agreement. Retention of payment for audit liabilities/beneficiary liabilities or any other liability will be done by ECHS. In case dues against the empanelled facility is higher than the credit facility, empanelled facility will ensure payment.
- The hospital shall provide access to the financial and medical records for Audit by ECHS. 34. assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final. Any third party / internal organization hired / ordered by ECHS authorities to carry out surprise inspection kaudit of the facility will be provided access to Medical as well as financial records by the empanelled hospitals. All medical documents / records / bills pertaining to the ECHS beneficiary will be retained in hard copy as well as soft copy till finalization of audit assort by CAG / CDA. No record shall be destroyed without a obtaining CW6tten confirmation from Central c/o AF Sin Jacque (West) Makiu Nagar,

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- Performance Bank Guarantee(PBG). Healthcare organization that are recommended for empanelment after the initial assessment shall also have to furnish a Performance Bank Guarantee valid for a period of 30 months, i.e six months beyond empanelment period to ensure efficient service and to safeguard against any default. Following PBG will be applicable:-
  - CGHS covered cities/area (a)
    - Hospitals ₹ 10.00 Lakhs
    - Eye/Dental/Physio Centers, Diagnostic/ Imaging Labs- ₹ 2.0 Lakhs (ii)
  - Non-CGHS covered cities/area/other cities/Nepal; the following graded PBG system would be followed

Hospitals (i)

- ₹ 2.0 Lakhs

(ii) Eye/Dental/Physic Centres, Diagnostic/ Imaging Labs

- ₹ 0.5 Lakhs

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(PBG for Charitable Hospitals/Organizations would be 50% of above amount)

Auth: C Org ECHS Letter No. B/49771/AG/ECHS/Emp dated 18 Jun 2021

- 36. Forfeiture of PBG. Action to be taken against hospitals regarding Forfeiture of PBG is indicated in Appendix B.
- 37. The Performance Bank Guarantee shall be forfeited and the ECHS shall have the right to de-recognize the medical facility as the case may be. Such action could be initiated on the basis of a complaint, input from other sources, medical audit or inspections carried out by ECHS teams at random. The decision of the Ministry of Defense, Department of ESW in this regard shall be final.
- The empanelled medical facility shall at all times, indemnify and keep indemnified 38. ECHS / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the medical facility in execution of or in connection with the services under this Agreement and against any loss or damage to ECHS/the Government in consequence to any action or suit being brought against the ECHS / the Government, alongwith (or otherwise), medical facility as a Party for anything done or purported to be done in the course of the execution of this Agreement. The medical facility will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ECHS from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the medical facility negligence or misconduct. The medical facility will pay all indemnities arising from such incidents without any extra cost to ECHS and will not hold the ECHS responsible or obligated. ECHS / the Government may at its discretion and shall always be entirely at the cost of the medical facility defend such suit, either jointly with the medical facility enter or singly in case the latter chooses not to defend the case.
- Dissolution of Partnership. Should the medical facility get wound up or partnership is dissolved, 39. the ECHS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the medical facility or their heirs and legal representatives from the liability in respect of the services provided by the medical facility during the period when the Agreement was in force. The medical facility shall notify the Regional Centre of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.
- Modification to Agreement. This agreement may be modified or altered only after written 40. confirmation from Central Org ECHS.
- Termination of Agreement. The Regional Centre will obtain written concurrence of the Central Organisation, ECHS before taking the any decision of terminating the Agreement. The ECHS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the medical facility terminate the Agreement in whole or part without assigning any reason after giving 30 Planakar Kore Hosp days notice:-

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### (a) Termination For Default.

- (i) If the empanelled medical facility fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement or within any extension thereof if granted by the ECHS pursuant to Condition of Agreement.
- (ii) If the medical facility in the judgment of the ECHS has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- (iii) <u>Bribe or Malpractice</u>. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the medical facility or any of them for their agent or anyone else on their behalf to any member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall, notwithstanding any criminal liability which the medical facility may incur, cancel and/or terminate this Agreement and/or any other agreement entered into by the ECHS holding the medical facility liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the medical facility.
- (iv) In case of any wrong doings as specified in Memorandum of Agreement by one medical facility of a particular group, ECHS reserves the right to remove all empanelled medical facility of that particular group from its empanelled list of medical facility.
- (v) If the medical facility fails to perform any other obligation(s) under the Agreement.
- (b) <u>Dis-Empanelment</u>. Appropriate action, including removal from ECHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ECHS teams / appointed BPA (Bill Processing Agency).
- (c) <u>Notice for Termination of Agreement</u>. The Agreement may be terminated by either party serving 30 days notice in writing, upon the other party and the notice given by the EHCS shall be valid if given and signed by the competent authority on behalf of the ECHS.
- (d) <u>Authority to Issue Notice</u>. Subject as otherwise, provided in this contract, all notices may be given or taken by the ECHS or by any officer for the time being entrusted with functions of ECHS.
- (e) <u>Delivery of Notices</u>. All notice and reference hereunder shall be deemed to have been duly served and given to the medical facility if delivered to the medical facility or their authorized agent or sent by registered post/speed post to the address of the hospital stated hereinbefore and to the ECHS if delivered to the Director, Regional Centre ECHS or sent by registered post/speed post or left at his office during office hours on any working days. Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post to the other Party's address as below (in case of change in address, the same will be informed immediately to the other Party). The confirmation for this effect/ delivery notice be given on email or any other digital means of communications will also be held valid:-

Address of Medical Facility	Address of the Regional
	Centre
KLES Hospital & MRC (Run by KLE Society),	RC ECHS Bangalore
Nehru Nagar, Belgaum	C/o Air Force Station Jalahalli
(Mahoi Krishna A	Pildalahalli West B NEKLI
Gp Capt \\.\).	Bangalore-560015 Junical Service
Director	Director

Regional Centre ECHS
c/o AF Stn Jalohalii (14/4et)

Director Clinical Services

KUES Dr. Pabhakar Kore Hospita

IRC Aehru Nagar, Belagavi - 10

- 42. Arbitration. Any dispute or difference whatsoever arising between the parties to this agreement out of our relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be resolved between the empanelled facility and the Regional Centre with mutual deliberation. If any of the party in not satisfied, the matter will be referred to Central Org ECHS for arbitration by mutual deliberation. Even after this, if the issue remains unresolved, it will be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on appointment of the Arbitrator within a period of one month from notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made hereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act. 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi. Non adherence of this process will be considered adequate for termination of contract after 30 days notice.
- 43. Administrative Cost. The administrative cost of the documentation and creation of all infrastructure including manpower & hardware resources and bandwidth as well as recurring and all other expenses required by the medical facility for the purpose of this Agreement shall be borne by the medical facility.
- 44. Retention of Agreement. The Original copy of this Agreement shall be kept at the office of Director, Regional Centre ECHS, Bangalore and a true copy shall be retained in the office of the medical facility. One extra copy to be provided at CO ECHS. Once diglocker concept is implemented, the docs can be kept in digilocker as well.
- 45. <u>Duration of Agreement</u>. This Agreement shall remain in force for a period of 02 years from 21 Nov 20 23 to 20 Nov 20 25, extendable on mutual agreement depending upon under mentioned conditions (whichever is the earliest):-
  - (a) Two years or
  - (b) Till the Performance Bank Guarantee is valid or
  - (c) In case of CGHS Empanelled medical facilities, the date till empanelment with CGHS is valid. In case of CGHS Empanelled medical facilities, such medical facilities will inform the Regional Centre whenever their CGHS Empanelment expires and that they will automatically apply for renewal of CGHS Empanelment.
  - (d) Till central/ State Govt does not suspend/terminate the facilities for conduct of medical business.
- 46. The empanelled facility will give copy of all diagnostic tests results, incl MRI/X-Ray/USG etc along with treatment rendered besides discharge summary and summary of bills to the beneficiary for further management of patient without any extra cost.

### **Miscellaneous**

- 47. In addition to the above the following miscellaneous aspects will be applicable:-
  - (a) The healthcare organization agrees that any liability arising due to any default or negligence will not represent or hold itself as agent of the ECHS.
  - (b) ECHS will not be responsible in any way for any negligence or misconduct of the healthcare organization and its employees for any accident, injury or damage sustained or suffered by any ECHS beneficiary or any third party resulting from or by any speciation conducted by and on behalf of the hospital or in the course of doing its performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and or deficiencies and rendering such services.

- (c) Hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall notify to the ECHS of any material change in the status where such change would have an impact on the performance of obligation under this Agreement.
- (d) This Agreement can be modify or altered only on written Agreement signed by both the parties.
- (e) Should the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc get wound up or partnership is dissolve, ECHS shall have the right to terminate the Agreement. The termination of agreement shall not relive the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Healthcare organization during the period when the Agreement was in force.

In witness whereof, Director, Regional Centre ECHS, Bangalore for and on behalf of the President of India and the above named medical facility have hereunto set their respective hands and seal the date and year first above written.

(Manej Krishna A' Pillai)

Gp Capt Director

Regional Centre ECHS

Signature of Director Regional Centres CHS the President of Indigatore - 560 015 (With stamp of Name & Designation)

Signature of Authorized Signatory of the for behalf of and in Hosp (With stamp of name & Designation)

Dr. R. B. NERLI

Director-Clinical Services KLES Dr. Prabhakar Kore Hospital & MRC, Nehru Nagar, Belagavi - 10.

Witness of the signature of Director, RC (With stamp of Name & Designation)

ECHS Regional Centre Bangalore Witness to the signatory of the Hospital (With standard Name & Designation)

KLES Dr. Prabhakar Kore Hospital & MRC - BELAGAVI

### LIST OF POLYCLINICS UNDER THE REGIONAL CENTREBANGALORE

The following Polyclinics are authorized to issue referrals directly to the Empanelled Medical Facilities (Due to change in command & control matrix, grouping of Polyclinics under a Regional Centre, ECHS may change and therefore the facility will remain open only to those Polyclinics which are under concerned Regional Centreunless otherwise specified):-

- ECHS Polyclinic, Bangalore (U) (i)
- ECHS Polyclinic, Tumkur (ii)
- ECHS Polyclinic, Yelahanka (iii)
- ECHS Polyclinic, Shimoga (iv)
- ECHS Polyclinic, Mangalore, (v)
- ECHS Polyclinic, MEG &Centre (vi)
- ECHS Polyclinic, Madikeri (vii)
- ECHS Polyclinic, Virajpet (viii)
- ECHS Polyclinic, Belgaum (ix)
- ECHS Polyclinic, Dharwad (x)
- (xi) ECHS Polyclinic, Bijapur
- ECHS Polyclinic, Hassan (xii)
- ECHS Polyclinic, Mysore (xiii)
- ECHS Polyclinic, Kolar (xiv)
- ECHS Polyclinic, Gulbarga (xv)

(Marloj Krishna A Pillai) **Gp Capt** 

Director

Regional Centre ECHS c/o AF Stn Jalahalli (West)

Bangalore - 560 015

PIN - 937 410

Director-Clinical Services KLES Dr. Prabhakar Kore Hospital MRC, Nehru Nagar, Belagavi - 10.

Appendix A (Refers to Paragraph 09 of Memorandum of Agreement)

### ADMISSION AND TREATMENT IN EMPANELLED HOSPITALS

- 1. <u>ECHS Polyclinics Initiating Referrals</u>. Medical facility shall investigate / treat the ECHS beneficiaries only for the condition(s) for which they are referred with due referral form issued from either of the polyclinics as per **Annexure-I** attached. The referred cases would be issued referral form duly signed by Medical Officer and Officer-in-Charge of Polyclinic under his seal and signature bearing name also (in the online M/S System signature of MO may not be there on the referral form. However, OIC Polyclinic signature/stamp has to be present on referral form). The referrals generated online over the ECHS mobile application / customized application of ECHS for referrals shall be integrated into the hospitals HIS and referrals will be activated after authentication of the beneficiary through the authentication system deployed in the medical facility premises.
- HCO will provide the facilities as per Government Sanction Letter attached at Annexure II.
- HCO will establish the following set up:-
  - (a) The HCO will set up a help-desk for beneficiaries within 07 days of signing of this agreement. This help-desk must be situated in the facility of the HCO in such a way that it is easily visible, easily accessible to the beneficiaries.
  - (b) The help desk will be equipped with all the necessary hardware and software as well as internet connectivity as required by BPA to establish the identity of the ECHS beneficiary. Specifications of necessary hardware and software have been provided in Appx 'B'.
  - (c) The help desk shall be manned by an Arogya Mitra (AM) for facilitating the beneficiary in accessing the benefits. Arogya Mitra will need to be hired by the HCO at their own cost and they should get them trained before starting the operations. The guidelines for engagement of Arogya Mitras are as follows:-
    - Receive beneficiary at the HCO.
    - (ii) Guide Beneficiary regarding ECHS and process to be followed in the HCO for taking the treatment.
    - (iii) Carryout the process of Beneficiary identification for such persons who are beneficiaries of ECHS.
    - (iv) Take photograph of the beneficiary.
    - (v) Carryout the Aadhaar based identifications for such beneficiaries who are carrying Aadhaar.
    - (vi) If the person is not carrying Aadhaar, carryout the identification through other defined government issued ID.
    - (vii) Scan the identification documents as per the guidelines and upload through the software.
    - (viii) Send the result of beneficiary identification process to Polyclinic for approval.
    - (ix) After getting confirmation from polyclinic refer the patient to doctor for consultation.
    - (x) On advice of the doctor admit the patient in the HCO.
    - (xi) Enter all the relevant details of package and other information as provided by the doctor on the ECHS software.

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- (xii) At the time of discharge enter all the relevant details and discharge summary in the ECHS software.
- 4. If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for other procedures would be added to the package charges of the first major procedure.
- 5. Empanelled facility will prescribe generic medicines. Branded medicines may be prescribed when no generic is available or absolutely essential.
- 6. An empanelled facility whose rates for a procedure/test/facility are lower than the approved rates shall charge the beneficiaries as per actual. If the beneficiary willingly prefers a medical facility which is in excess of approved/ package deal rates, the excess charges would be borne by the beneficiaries.
- 7. Any legal liability arising out of services availed by ECHS beneficiary shall be dealt with by the empanelled facilities who shall alone be responsible. ECHS will not have any legal liability in such cases.
- 8. <u>Further Referral to Other Hosps</u>. The hospital would not refer the ECHS cases further to other institute, and if it does so, it will be at their own arrangements and ECHS would not be responsible to the other institute for any liability. Payment for such outsourced services will be made by the empanelled hospital and charges at CGHS rates will be applicable. The expenditure of such institutes will be paid by the empanelled facility and will not be recovered from the patients. Payment in such cases would also be restricted to CGHS/AIIMS/ECHS approved rates only as the case may be.
- 9. Refusal to Treat ECHS Patients. The hospital would not refuse for treatment/procedures/ investigation to referred cases on flimsy ground. The refusal to provide the treatment to bonafide ECHS Beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without any valid ground, would attract disciplinary action including disqualification for continuation of empanelment. In case of non availability of bed, the empanelled facility will transfer the patient to some other facility as selected by the patient with its own transport arrangement. In addition, following will also be adhered to:-
  - (a) The Hospital would itself obtain prior approval required for those procedures, implants and tests not listed in CGHS rate list and for extended hospitalization, and will not ask ESM or his/her representative for this purpose.
  - (b) The hospital would prescribe Generic Medicine as far as possible and desist from intending to write and prescribed branded medicines.
  - (b) The hospital would provide treatment to ECHS members referred from all the polyclinics under AOR of the Regional Centre.
- 10. <u>Documentation during Admission Responsibility of Hospital</u>. Any documentation required during the admission of the patient, for example obtaining sanction for unlisted procedures, permission for extended admission, implants etc will be carried out by hospital itself and patient or his/her attendants would not be made to obtain these on behalf of the hospital. The hospital can send these documents through online / mobile application / e-mail / fax for obtaining in-principle approval followed by hard copy to be sent to concerned polyclinic/ authority. The treatment should not stop / delayed for want of such approvals/sanctions. The hospital should justify the procedure/treatment carried out in such cases. In case of operationalisation of digital process, as and when implemented, physical copies may not be required. However, decision of ECHS authority will be final.

### **ECHS Package Rate**

11. "Package Rate" As issued by CGHS/ECHS/AIIMS rates shall mean all inclusive – including lump sum cost of inpatient treatment/day care/diagnostic procedure for which a ECHS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to):- (Many) Krishna A Pillai)

(a) Registration Charges.

(b) Admission Charges.

(Mano) Krishna A Pillai)
Gp Capt
Director
Regional Centre ECHS
c/o AF Stn Jalahaili (West)
Bangalore - 560 015

Prabhakar Kore Hospita Prabhakar Kore Hospita PRC, Nehru Nagar, Belagavi - 1

- (c) Accommodation charges including patient diet.
- (d) Operation charges.
- (e) Injection Charges.
- (f) Dressing Charges.
- (g) Doctor/Consultant visit charges.
- (h) ICU/ICCU charges
- (j) Monitoring Charges.
- (k) Transfusion and Blood processing charges.
- (I) Pre-Anesthetic Checkup and Anesthesia Charges.
- (m) Operation Theater Charges.
- (n) Procedural Charges/Surgeon's fee.
- (o) Cost of surgical disposables and all sundries used during hospitalization.
- (p) Cost of medicines and consumables.
- (q) Related routine and essential investigation.
- (r) Physiotherapy charges etc.
- (s) Nursing Care charges etc.
- 12. Package rate also includes two pre operative consultations and two post operative consultations.
- 13. Cost of implants/stents/grafts is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower. In case a beneficiary demands a specific Brand of Stent/Implant and gives his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable.
- 14. <u>Implants and Medicines</u>. The medical facility will enclose pouches/stickers/warranty certificate from supplier in case of implants/stents where to be paid in addition to package rate. No medicines will be charged more than MRP. MRP of medicines/ consumables will be checked/ compared with rates quoted in CIMS/MIMS/NPPA/standard online drug website by BPA and ECHS authorities. All Medicines/Equipment costing more than 5000/- (Rupees five thousand) per unit will be supported by certificate from the medical facility that these have been charged at the rate less than or equal to MRP. Discount on medicines and consumables should be provided, if approved by Govt.
- 15. During in-patient treatment of the ECHS beneficiary, the hospital will not ask the beneficiary or his/her attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement:-
  - (a) Toiletries.
  - (b) Sanitary Napkins.
  - (c) Talcum Powder.
  - (d) Mouth Fresheners'.

(Manoj Krishna A Pillai) Gp Capt

Director

Regional Centre ECHS c/o AF Stn Jalahalli (West) Bangalore - 560 015 Dr. B. NERLI Dr. B. NERLI Director-Clinical Services Director-Clinical Services KLES Dr. Prabhakar Kore Hospital KLES Dr. Prabhakar Belagavi - 10 MRC, Nehru Nagar, Belagavi - 10

- In case of conservative treatment/where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AIIMS rates, if there is no CGHS rate for a particular item.
- The services would be extended on billing system to referred cases for agreed upon period. 17. Charges would be levied for a particular procedure / package deal as prescribed by the CGHS as per rates approved by ECHS (Annexure III attached). Under no circumstances will rates be exceeded. Where CGHS rates are not available AIIMS rates / (TATA MEMORIAL HOSPITAL rates for Oncology Cases) will be applicable. If no rates are available then particular hospital rates will be applicable. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at http://msotransparent.nic.in/cghsnew/index.asp. The rate being charged will not be more than what is being charged for same procedure from other (non-ECHS) patients or Organizations'. The rates fixed by Govt. regulator will be binding.
- No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/faulty investigation procedure etc.
- 19. Package rates envisage up to maximum duration of indoor treatment as follows:-
  - (a) Up to 12 days for Specialized (Super Specialties) treatment.
  - (b) Up to 07 days for other Major Surgeries.
  - Up to 03 days for Laparoscopic surgeries/elective Angioplasty/normal deliveries and 01 day (c) for day care/Minor (OPD) surgeries.
- 20. However, if the beneficiary has to stay in the hospital for his/her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visit per day per visit by specialists/consultants) and cost of medicines for additional stay.
- The empanelled health care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid ECHS Card with prior permission or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of specific brand chosen by CGHS beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospitals.
- If any empanelled health care Organization charges from ECHS beneficiary for any expenses 22. incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc, which are purchased from external sources, based on specific authorization of treating doctor/staff of the concerned hospital and if they are not falling under the list of non-admissible items. reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.
- 23. Allopathic System of Medicines. The rates will be applicable for allopathic system of medicine only.
- Monitoring of Treatment. ECHS has the right to monitor by all possible means the treatment 24. provided in (the Private Hospitals, exclusive eye hospitals/centres, exclusive dental clinics/labs, Diagnostic Laboratories/ Imaging centres, etc) a medical facility.
- treatment/ investigation/ No Purchase of Medicines by ECHS Beneficiaries. During 25. procedures of the ECHS beneficiaries, the empanelled medical facility shall not ask the members to purchase separately the medicines, blood & blood products from outside but bear the cost on its own, as the scheme being capless and cashless for the ECHS beneficiary and package deal rate fixed includes the cost of drugs, surgical instruments and other medicines etquas given in the SOP for online billing and amendments issued from time to time. al Services Prabhakar Kore Hospil

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- If one or more treatment procedures form part of a Second Procedure – Minor Procedure. major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for the other procedures would be added to the package charges of the first major procedure. In case procedure is carried of in/on paired limb/organ, full payment for both will be made.
- 27. The revised rates and policies governing the CGHS rates being notified by Govt of India, Ministry of Health and Family Welfare and Ministry of defence from time to time will be incorporated by default.

(Manoj Krishna A Pillai) Gp Capt

Director

Regional Centre ECHS c/o AF Stn Jalahalli (West) Bangalore - 560 015

PIN - 937 410

Dr. R. B. NERLI

Director-Clinical Services KLES Dr. Prabhakar Kore Hospital 8

MRC, Nehru Nagar, Belagavi - 10.

### Appendix 'B'

(Refers to paragraph 17 of Memorandum of Agreement)

### Procedure for taking action against medical facilities empanelled with ECHS and delegation of powers thereof to MD, ECHS

- 1. The provisions regarding actions to be taken against private empanelled medical facilities in case of unsatisfactory performance / unethical practices/ medical negligence / violations of provisions of MoA are contained in the following orders of MoD:-
  - (a) Para 7 and para 13 of MoD letter No 22B (04)/2010/US (WE)/D (Res) dated 18.02.2011.
  - (b) MoD letter No 22D (04)/2011/US/(WE)/D (Res) dated 22.07.2011.
- 2. In continuation of the provisions contained in the above mentioned letters of MoD, the procedures for taking action against private empanelled medical facilities by CO ECHS and Ministry of Defence (MoD), Deptt of EX-servicemen Welfare (DoESW) and delegation of powers in this regard shall be as indicated in the following paragraphs
- 3. Cases of violation of conditions of MOA are categorized as Level I, Level II and Level III as under. It is clarified that the list is illustrative and not exhaustive.
  - (a) Level I - Violations would include committing the following actions on the first occasion :-
    - Refusal of service. (i)
    - (ii) Discrimination against ECHS beneficiaries vis-à-vis others.
    - Refusal of treatment on credit to eligible beneficiaries and charging directly from (iii) them.
    - (iv) Non authentication of ECHS beneficiaries through system as laid down by ECHS from time to time.
  - (b) Level II -Violations would include the following offences:-
    - (i) Reduction in staff/ infrastructural/ equipment after empanelment with ECHS.
    - (ii) Undertaking unnecessary procedures.
    - (iii) Prescribing unnecessary drugs/tests.
    - (iv) Overbilling.
    - Non submission of the report, habitual late submission or submission or submission (v) of incorrect data in the report.
    - (vi) Repetition of Level I violations despite issue of warning to the HCO by CO ECHS.
  - Violations would include repetition of Level I and Level II violations despite (c) Level III imposition of financial penalties and the following offences:-
    - (i) Not providing access to the financial and medical records to ECHS authorized persons during visit to the hospital / medical facility.
    - Criminal offences by staff of the hospital against any beneficiary or dependent, like (ii) rape, molestation etc.

### Procedure for handling complaints.

While dealing with complaints, instructions of Central Vigilance Commission (CVC) on action on 5. complaints shall be kept in mind. On receipt of a complaint whether directly or from MoD/DoESW against an empanelled hospital or as a part of surprise check, MD, ECHS shall seek preliminary inquiry report from the Director of Concerned Regional Centre. The inquiry shall be conducted by an Officer nominated by the habhakar Kore Hospita Director of Concerned Regional Centre as authorized by MD, ECHS within a period of one month, ervices Nehru Nagar, Belagavi -

- 6. If the complaint is found to be prima facie true but it is felt that the complaint is not conclusively proven on the basis of documents/statements and further detailed enquiry is required, then MD, ECHS shall order a detailed inquiry by an Officer of the RC other than the Officer who conducted the preliminary inquiry. If required MD, ECHS may constitute, / request appropriate authority to constitute a Board of Officer for this purpose which shall not include the Officer who conducted the preliminary inquiry. The inquiry Officer/Board shall issue detailed Show Cause Notice should clearly spell out the allegations and the conclusions of the preliminary inquiry together with the grounds on which such conclusions were reached. The inquiry Officer/Board shall make such inquiry as it deems fit. The Board shall also take statements of all the parties concerned. Finally the inquiry Officer/Board shall submit its findings along with all the documents, show cause notice, reply to show cause notice, statements made by the parties etc to Director Regional Centre. On receipt of this report, the Director, Regional Centre concerned shall submit the inquiry report along with his views/recommendations with detailed reasons to MD, ECHS.
- 7. Where the case is considered fit for issue of warning only or the complaint is proven in preliminary enquiry on the basis of documents/statements, detailed inquiry may be dispensed with by MD, ECHS.
- 8. MD, ECHS shall take the following course of action depending on the gravity of the lapse as indicated in para 4 above.
  - (i) In case of violations of level I nature, Director Regional Centre will issue a warning to the empanelled medical facility. Repetition of Level I violations will be treated as Level II violations.
  - (ii) If the violation is considered Level II in nature and proven in the enquiry with documentary evidences and/or statements, MD ECHS shall impose suitable financial penalty from the amount of PBG and / or impose 'Stop Referral' upto three months upon the medical facility concerned and submit the complete details of the case within seven working days to MoD/DoESW for information. However, the total amount of PBG shall be maintained by the hospital being a revolving guarantee.
  - (iii) If the lapse is of Level III nature, and proven in the enquiry with documentary evidences and /or statements, MD ECHS shall issue an order for forfeiture of total amount of PBG and / or issue an order of stop referral for a period of three months against the medical facility concerned and submit the complete details of the case within seven working days to MoD/ DoESW for information.
  - (iv) Where, as per provision of para 11 of this letter, the case is fit for dis-empanelment, and the case is proven in an enquiry, the order for "Stop Referral" shall be issued by MD, ECHS "until further orders". In this case compete details of the case shall be submitted by MD, ECHS to MoD/ DoESW indicating the reasons and justification for issue of stop referral within 7 working days and proposal for disempanelment will be submitted to MoD/ DoESW within 30 working days.
  - (v) For overbilling and unnecessary procedure, the extra amount so charged shall also be deducted from the pending/future bills of the medical facility.

(vi) For offence listed in Para 4 (c) (ii) i.e. criminal offences by staff of a medical facility against any ECHS beneficiary, where FIR has been lodged by the concerned ECHS beneficiary, MD many krishna ECHS) shall issue stop referral orders against that medical facility which shall remain in force till final outcome of the police investigations. Based on the final outcome of the police investigations, the case shall be processed further by MD, ECHS for either revocation of the clo AF Stn Jala stop referral or for dis-empanelment.

9 Bangaline all cases mentioned at Para 8 (i) to (vi) above, MD ECHS shall record detailed reasons in writing

for taking/ recommending to MoD/ DoESW action against the empanelled medical facility

### Appeal Against Imposition of financial penalties and Stop Referral

The affected medical facility shall have the right to appeal to MoD/DoESW against imposition of financial penalties from the PBG and in case of issue of stop referrals by MD, ECHS. The last para of order of MD, ECHS shall clearly, state "You may if you so desire, prefer an appeal against this decision in writing to MoD/DoESW by post or by email". MoD/DoESW shall consider the appeal and upon examination pass such orders as it deems fit.

### Dis-empanelment

- 11. In the following cases MD ECHS shall send to MoD/DoESW a detailed proposal for disempanelment of medical facility within 30 working days of issue of Stop Referral orders against empanelled medical facility.
  - (a) Where the medical facility has committed fraudulent activities.
  - (b) Where, there is proven case of major/serious negligence in treatment leading to loss of life / limb or grave damage to the health of the ECHS patients.
  - (c) Where there is repetition of violations of the provisions of MOA despite issue of written warnings to the management of the medical facility and subsequent imposition of financial penalties.
  - (d) If a medical facility is, at any point of time, found unfit for empanelment with ECHS by NABH/NABL/QCI.
- 12. Once dis-empanelled, the medical facility shall be debarred from fresh empanelment for a period of 5 years from the date of order of disempanelment. However if there is 100% change of ownership of the medical facility, the 5 year moratorium shall not be applicable to it and will be eligible to apply for fresh empanelment immediate after change of ownership. The moratorium shall remain in force even if there is part (less than 100%) change in ownership.

### Revocation of Stop Referral.

13. In cases, which are not covered under para 11 above and where MD ECHS has issued orders for STOP Referral against any medical facility for a period of three months, MD ECHS shall write (by email and by post) to the management of the medical facility within seven working days from the date of order of Stop Referral and offer them an opportunity to make improvement / take corrective measures and submit their reply within 30 days from the date of sending e-mail. In case the medical facility seeks more time to produce evidence of having taken corrective measures and the reasons for seeking additional time (which would be limited to 10 days) are considered reasonable, the same shall be granted by MD ECHS. If it is found that corrective measures have been taken by the medical facility, MD ECHS may revoke the Stop Referral within 30 days from the receipt of reply from the medical facility, such revocation shall be intimated to the MoD/DoESW with detailed justification of the decision taken within seven working days from the date of revocation. If the medical facility does not take the required corrective measures or does not give any reply within 30/40 days, MD ECHS shall send a case for dis-empanelment of the said medical facility to MoD/DoESW within 30 days from the last date of submission of reply by the medical facility. In such cases, the Stop Referral be extended by MD ECHS till "further orders".

### **Extension of MOA**

14. Extension of MOA requires the medical facility to submit signed MOA wit6h requisite documents to concerned RC well before the date of expiry of MOA for signature by Director, Regional Centre. The MOA of such an empanelled medical facility shall be renewed by Director Regional Centreconcerned before the date of its expiry provided the papers being in order and no arbitration case has been filed by the medical facility against ECHS/MoD which is pending in arbitration court as on the due date of renewal of MOA, and no court cases has been filed by a medical facility prior to the due date of renewal. In such cases, extension of MOA shall not be done until a final decision has been taken by MoD/DoESW. In all such cases MD,ECHS shall also intimate the decision of pot renewing the MOA along with reasons thereof to the medical facility concerned within seven working days after expiry of due date of renewal, Director Regional Centrewill issue a notice to the medical facility 30 days after expiry of MOA to submit renewal documents.

Directulewal documents Hos KKES Pr. Prabhakar Relagavi MRY May Magar, Belagavi If, the medical facility does not respond to the notice of Director, Regional Centre, even 60 days after expiry of the MOA, MD ECHS will recommend disempanelmnent of the medical facility to MoD/DoESW.

- As per the provision of MoD letter 22D(04)/2011/US (WE)/D (Res) dated 22 Jul 2011, MOA / contract of empanelled hospitals can be suspended / terminated only with the approval of MoD/DoESW. Hence, issue of notice for termination of MOAs to empanelled medical facilities by giving 30 days notice and subsequent action of termination of the MOA of any empanelled hospital can be done by MD ECHS only after obtaining prior approval of MoD/DoESW.
- This issues with the concurrence of MoD (Fin/Pen) vide their 32(20)/2018/FIN/PEN dated 16. 18.9.2019.

**Gp Capt** Director

Regional Centre ECHS c/o AF Stn Jalahalli (West) Bangalore - 560 015 PIN - 937 410

Dr. R. B. NERLI Director-Clinical Services

KLES Dr. Prabhakar Kore Hospital 8 MRC, Nehru Nagar, Belagavi - 10.

Appendix C (Refers to Paragraph 29 of Memorandum of Agreement)

### AGREEMENT FOR AUTHENTICATION OF BENEFICIARIES AND ONLINE BILL PROCESSING

The parties shall abide by the following undertakings for the purpose of bill processing:-

- 1. <u>Hospital Admission Intimation</u>. Hospital will intimate to the BPA and to ECHS within two (02) hours of emergency / referred admission and the BPA will respond with due authorisation in four (04) hours. Subsequently the empanelled hospital will intimate BPA with the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 48 hours / 5 working days of admission (since it might take time to establish line of treatment). Waiver upto 30 days can be given by Director Regional Centreon justification. Beyond 30 days no waiver will be accorded. This intimation will be authorized by the concerned authority (Nearest Polyclinic in case of Emergency Admission). Treatment in no case would be delayed or denied because of pending authorization by the BPA as it is only confirmation of the e-workflow in respect of such patient.
- 2. <u>Uploading of Claim within Seven Working Days</u>. After the patient is discharged (or date of last visit to hospital in case of OPD), the hospital will upload the claim on the BPA web based application alongwith the related documents (as given in the list of documents to be attached on the BPA web based application) within 07 working days after the date of discharge or from the date of last OPD. Waiver for intimation upto 30 days and uploading upto 60 days can be obtained from Regional Centre. Post this duration, Hospital can upload the claim provided 30% of the application/projected amount to be recovered/deducted from the approved amount. In case of regular dialysis, chemotherapy or radiation therapy, the claims should be uploaded monthly (at the end of the month) for the treatment provided during the month. The claims uploaded will be digitally signed and any other instructions on the said subject will be binding.
- 3. <u>Documents for Claims</u>. All supporting documents of the claim to be submitted at respective Regional Centre ECHS within 60 days. On order from ECHS, all documents shall be uploaded in **digital format duly digitally signed** along with the authentication slip generated from the authentication system online into the BPA portal. The final bill will be signed along with the mobile number by the primary beneficiary or any of the dependent holding valid ECHS card. All documents shall be uploaded along with the claim. Diagnostic labs shall obtain such signatures in the manner prescribed above on the referral form. Mobile number of the patient/NOK also be noted on the referral form. Duration and modalities for handling physical copies of the bills will be in conformity with instructions as issued by Central Org ECHS from time to time.
- 4. <u>List of Documents Required for Claims Processing</u>. The bills would be scrutinized by the BPA and ECHS authorities and would contain documents as mentioned in the SOP for online billing and on BPA Site (Others Notifications Notice Type Documents Checklist) Authentication slip (generated by KIOSK) duly endorsed with the photograph of the beneficiary to be uploaded.
- 5. Need More Information Replies to Queries. Hospital must reply to the query (NMI) raised by BPA / Regional Centre/ Central Org on the bills within the timelines as given below or as amended by ECHS. In case the NMI is not replied within the stipulated time period, the claims would be processed on available documents and the amount deducted for non-submission of reply will not be under the purview of either the "Review Request by Hospital" or "Arbitration Clause".

(a) NMI raised by Verifier - 90 days.

(b) NMI raised by BPA – 60 days.

(c) NMI raised by Regional Centre/ Central Org – 30 days.

Director Regional Contro ECHS c/o AF Stn/Jelahalli (West) Bengalore - 560 015 Pill - 937 410

Gp Cabe

Dr. H. KERLI Director-Clinical Services Director-Clinical Services Director-Clinical Services Nebrabhakar Kore Hospital KLES Dr. Prabhakar Belagavi

- 6. Review Request by Hospitals. The hospital must also monitor the claims that have been authorized for payment by the BPA Validator and submit their justifications on the observations/deductions during the "Review Request by Hospitals Window" so as to avoid any requirement of arbitration at a later stage or agree to the amount recommended for approval by the BPA/JD (HS). Absence of any remarks or justification will be automatically considered as hospital has no points to offer for the deductions made by the BPA/ JD (HS). This review request window is available to the hospitals for 96 hours once JD (HS) has authorized the claim approval by CFA and is excluded from the TAT for processing of claims.
- 7. <u>Medical Reports Format</u>. The hospital shall submit all the medical reports in digital form as well as in physical form or as instructed by CO ECHS from time to time.
- 8. <u>Time Action Taken (TAT) Counting of Days</u>. The hospital agrees that the actual processing shall start when physical copies of the bills submitted by the hospitals to the concerned Regional Centre, ECHS and are verified by BPA verifiers on behalf of ECHS and counting of days shall start from such date for the purpose of deduction of discount payable by hospitals to ECHS. In case of query raised on the bills the TAT for the purpose of Discount shall start from the date of reply to last query. In case of digital billing when implemented, it will start from the date when digitally signed computed documents are submitted. TAT will exclude the days earmarked for arbitration.

9. <u>Audit by BPA</u>. The BPA will audit the medical claims of the ECHS Beneficiaries in respect of the treatment taken by them in the Empanelled Hospital and make recommendations for onward payment to ECHS in a time bound manner as follows:-

Audited by	Time Allotted	Remarks
BPA Scrutinizer	90 days	The claim is received at verifier. If the claim is correct, it will move to BPA validator and if any query is raised at verifier stage (NMI), it will move to NMI Basket. If the NMI is replied within 90 calendar days from the date of submission of claim online, the claim moves to BPA validator for normal processing.
BPA Validator	60 days	The claim is received at validator stage. If the claim is correct, it will move to JD (HS) and if any query is raised at validator stage (NMI), it will move to NMI Basket. If the NMI is replied within 60 calendar days from the date of query raised by validator, the claim moves to JD (HS) for normal processing, and if not, claim will shift to JD(HS) for processing whatever is information is available.

- 10. Hospital to take care to reply to the query raised by BPA on the bills within a reasonable time of not more than 30 days failing which the claim will automatically be forwarded to the next stage.
- 11. <u>Personnel for Processing of Claims</u>. Hospitals must have minimum two persons dedicated for uploading, monitoring and processing of claims. Hospitals should ensure that in case of change in this claim processing staff, the new staff is trained at Regional Centre for smooth, efficient and early settlement of claims. The claimed amount will be limited to CGHS approved rates.
- 12. <u>Hardware & Manpower Required for Processing of Claims</u>. The hospital will have the following hardware & Manpower for uploading and processing of claims (Though it may not be exclusive to ECHS):-
  - (a) Authentication system to be obtained from Smart Card Making Agency contracted syn是保持知识
  - (b) Authentication software to integrate with Smart Card.

(c) Desktop PCs for uploading of claims:-

Regional Courte ECHS
c/o AF Strullahalli (West)
Bangalore - 560 015

KLES Dr. Prabhakar Kore Hospital

Manpower requirement for uploading of claims with minimum qualification of DOEACC 'O' Level or equivalent:-

SI No.	No. of Beds	Manpower required
(i)	Upto 50	Two IT qualified operators for process of claims.
(ii)	50 to 100	Four IT qualified operators for process of claims.
(iii)	Above 100	Six IT qualified operators for process of claims & increments thereof in multiple of 50 beds.

- Document Scanner Color/Grayscale/B&W, 200 DPI, Flatbed /Document feeder, Multiple (e) Page Size, Duplex.
  - Dedicated internet Leased Line of atleast 8 Mbps or more or can explore MPLS services with higher bandwidth.
  - Integration of Hospital HIS with BPA Software & Smart Card Software. (g)

### 13. **BPA Fee.**

- Medical Facility Claims. The processing fee as on date is 2% of the claimed amount and service tax thereon subject to a minimum of Rs 12.50 and a maximum of Rs 750/- which shall be recovered from the amount due to the empanelled facility. The same shall be reviewed from time to time on the Govt orders and shall be recovered from medical facility as per applicable rates.
- Individual Claims. The BPA fee remains same as per the medical facility claim however; in case of individual reimbursement claim BPA fee shall be paid by ECHS.
- Discount. The Hospital shall agree for deduction of 2% of admissible amount if payments are made with 10 working days from the date of verification of physical bills by the Verifier to the BPA or reply to the last query or digitally signed bills received by the validator whichever is later. The discount will be admissible on the approved amount.
- Updation of Policies. The Hospital must keep itself updated about the policies promulgated for 15. treatment of ECHS beneficiaries and reimbursement of claims including the rates as issued or updated from time to time. Ignorance of policies may affect the claimed amount. The latest policies will be updated on ECHS website - http://www.echs.gov.in. The empanelled facility should maintain copy of all such documents.
- No Direct Interaction with BPA. The Hospital should not interact directly with the BPA, however, will forward all his issues / gueries to the Regional Centre, which shall be bound to resolve such issues either itself or by forwarding it to concerned authorities including BPA.
- FIFO. The claims would strictly be processed on First in First out (FIFO) basis and this rule 17. would not be defined by the Regional Centre and neither the Hospital should try to exert any kind of influence to bypass this rule. Central Org ECHS can modify the same in the interest of the organization.
- Standard. **ECHS** member opting for advanced 18. For Higher surgery/procedure/accommodation etc can be charged the difference of amount than entitle after obtaining proper consent certificate.
- W.e.f 01 Apr 2019, payment of ECHS bills will be done by CDA Nagpur, Hence PAN & TAN details to be furnished by Hospital.

Gp Capt ( Director

Regional Centre ECHS c/o AF Stn Jalahalli ('Mest)

Bangalor, side 5

PIN - 50

rector-Clinical Services KLES Dr. Prabhakar Kore Hospital MRC, Nehru Nagar, Belagavi - 10.

### **ANNEXURE-II** (Refer to Para 1 of MOA)

### **EMPANELMENT UNDER ECHS**

### **SERVICES APPROVED BY**

Authority: MOD/GOI letter No. 24 (8)/03/US (WE)/ D (Res) dated 29 Oct 2004

SI No.	Name of Hospital/Diagnostic Centre/Dental Clinic	Services proposed for recognition
1.	KLES Hospital & MRC (Run by KLE Society), Nehru Nagar, Belgaum -590010	.Medicine, ENT, Orthopaedics, Microbiology, General Surgery, Ophthalmology, Anaesthesia, Blood Bank, Obstetrics and Gynecology, Pediatrics, Pathology, Radio Diagnosis & Emergency
	NON NABH	Surgery: Neuro Surgery, Cardio Thoracic, Vascular, Genito Urinary and Joint Replacement
		Medicine: Neuro Medicine, Cardiology, Respiratory Diseases, Endocrinology and Interventional Cardiology.
		Radio diagnosis / Imaging : CT Scan, MRI, Interventional and Vascular Radiology.
		Pediatrics : Neonatology
		Obstetrics & Gynecology :Infertility and Assisted reproduction

(Signature of Authorised Signatory of Hospital)

Director-Clinical Services KLES Dr. Prabhakar Kore Hospital & MRC, Nehru Nagar, Belagavi - 10.

hna A Pillai)

Gp Capt Director

(Signature of Director, Regional Centre ECHS)

Banga'

PIN

**Appendix D** (Refers to Paragraph 29 of Memorandum of Agreement)

# FORMAT FOR FEEDBACK ON EMPANELLED MEDICAL FACILITIES (NAME OF MEDICAL FACILITY)

SI No.		Rating Aspects	Rating from 1 to 10
(a)	Quality of	ty of Treatment	
	(i)	Availability of Specialist	
	(ii)	Bed Availability as per entitlement	
	(iii)	Degree of Relief	
(q)	Health of	h of Hospital	
	(i)	Hygiene, Sanitation	
	(ii)	Behavior/Professionalism of Doctors and Staff	
	δ	Overall Satisfaction	

### SCALE OF RATING

Numerical Grading	Rating
1 to 3	Poor
4 to 5	Average
6 to 7	Good
8 to 10	Excellent

## FINAL RATING (Please Tick)

Rating	
Poor	
Average	
Good	
Excellent	

Note: - Specific Comments (if any)

Signature of ECHS beneficiaries/NOK

Mobile/Tele No/Email



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### **Government of Karnataka**

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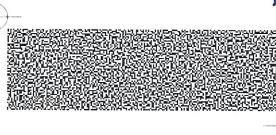
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Shri Siddhivinayak Baniara I.

Clo. K. 1. Paul Dollaring Uniayat, Culti, BGM

**Authorised Signature** 





Please write or type below this line

**AGREEMENT BETWEEN ESIC** AND

KLES DR PRABHAKAR KORE HOSPITAL & MRC BELAGAVI This Agreement is made on the Manch 2023-2022 and valid from day of

पूर के. साहु / A. K. Sahu

अपर आयुक्त एवं क्षेत्रीय निदेशक

,03.2024

In case of any discrepancy please inform the (

between

Medical Director KLES Dr. Prabhakar Kore Ho Medical Research Cerille

BELAGAVI - 590 01

1 The authenticity of this Stamp certificate should be **Additional Commissioner S**ogle-Stamp Mobile App of Any discrepancy in the details on this Certificate and as available on the personal **Director**. The onus of checking the legitimacy is on the users of the certificate. The authenucity of and Status on this Cartificate and as averagional Director.

The onus of checking the legitimacy is on the users of its compared to the compared of the com

बेंगलूरु / Bengaluru

The Additional Commissioner and Regional Director, ESI Corporation, Binnypet, Bangalore having its Headquarters office at ESI Corporation, Panchadeep Bhavan, C.I.G. Marg, NEW DELHI - 110 001 (hereinafter called ESIC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Party.

### AND

KLES DR PRABHAKAR KORE HOSPITAL & MRC NEHRU NAGAR BELAGAVI (Herein after, called the empanelled centre) of the Second Party.

WHEREAS, the ESI Corporation is providing comprehensive medical care facilities to the ESI Beneficiaries/ ESIC Staff and family & Pensioners.

AND WHEREAS, ESIC, proposes to provide Super Specialty treatment facilities to the ESI Beneficiaries/ ESIC Staff and family & Pensioners in the Health Care Organization (HCO).

AND WHEREAS <u>KLES DR PRABHAKAR KORE HOSPITAL & MR</u> has offered to provide the following super speciality treatment/ diagnostic facilities to the **ESI Beneficiaries/ ESIC Staff and family & Pensioners** in the HCO:

a)	Cardiology
b)	Cardiothoracic
c)	Vascular Surgery
d)	Neurology
e)	Neuro Surgery
f)	Urology
g)	Nephrology
h)	Medical Gastroentology
i)	Surgical Gastroentology
j)	Comprehensive Oncology
k)	Surgical Oncology
1)	Plastic Surgery
m)	Pediatric Surgery
n)	Cardiac Surgery
0)	Neonatology
p)	Endocrinology
q)	Immunology & Rheumatology
r)	Interventional Radiology
s)	Organ Transplant (Heart, Lung, Kidney)
t)	Pediatric cardiology
u)	Pediatric Hematology
v)	Pediatric Nephrology
L	

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:-

Medical Director
KLES Dr. Prabhakar Kore Hospital &
Medical Research Centre BELAGAVI - 590 010.

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

### Signed by

Tie-up hospital (Second Party)

The Additional Commissioner and Regional Director (First Party)

Dr. (Col) M. Dayananda

Medical Director

**Medical Director** KLES Dr. Prabhakar Kore Hospital & Medical Research Centre,

Whilal

Signature of the hospital authorised person with name, designation and seal In presence of (witnesses)

1. Signature:.

Name: CA Varsha C

Designation: Asst. ADMINISTRATOR F & A

Date:

2. Signature: -

Name: Deepak Araballi

Designation: Co-Ordinator

8970530888

Date:

ए, छे. साहु / A. K. Sahu अपर आयुक्त एवं क्षेत्रीय निदेशक Additional Commissioner & Regional Director क.रा.बी. निगम / E.S.I. Corporation बेगलूरु / Bengaluru

Signature and seal of The Additional Commissioner and Regional Director In presence of (witnesses)

1. Signature:

Name: Dr. Madher Sndhan. B.R.

Designation:

10 3 23 Date:

2. Signature:

Name:

Dr. Dylpxmar. S

Designation: \_\_\_\_\_

10/3/23 Date:

1/568585/2023



कर्मचारी राज्य बीमा निगम (श्रम एवं रोजगार मंत्रालय, भारत सरकार) EMPLOYEES' STATE INSURANCE CORPORATION (Ministry of Labour & Employment, Govt. of India)



क्षेत्रीय कार्यालय / Regional Office पंचदीप भवन, ई.डी.सी. प्लॉट संख्या २३. पाझे. पणजी, गोवा-४०३२००१ Panchdeep Bhavan, EDC Plot No. 23, Patto, Panaji, Goa-403001 Phone: 0832-2438853 ई-मेल/E-mail: rd-goa@esic.nic.in.

Website: www.esiemicir

No: -32-R/12/Tie-Up/SST/(79)-part file-bft

KLES Dr. Prabhakar Kore Date:- 13.07.2023 Hospita, & MRC. Relagavi

To,

The Administrative Medical Officer, ESI SchemerGoa, Panchadeep Bhawan, 2<sup>nd</sup> Floor, 23, EDC Patto Plaza, Panaji Goa.

2 5 JUL 2023 :: Inward/Outward No. 1.986 Sign.....

Sub:-Tie-up agreement copy with M/s KLES Dr. Prabhakar Kore Hospital, Belgaum, Karnataka to provide Super Specialty Treatment for ESI Beneficiaries.- reg.

Sir,

I am directed to forward herewith a copy of agreement between ESI Corporation R.O Goa and M/ s KLES Dr. Prabhakar Kore Hospital, Medical Research Centre, Nehrunagar, Belgaum, Karnataka to provide the SST services to ESI beneficiaries for the period of two-year w.e.f. 04/07/2023 for your record and compliance.

This issues with the approval of Regional Director In-charge.

Yours faithfully, Signed by

Shivaji Narayan Pol

Assistant Date: 18-07-2023 11:36:45 For Regional Director In-charge

Encl: As above Copy to:

1. Dr. Vishwajit Faldesai, Sr. Ortho Surgeon, ESI Hospital Margao for information please.

2. Finance and Account Branch, Regional Office, ESIC, Goa for information please.

3. Cash Branch, Regional Office, ESIC, Goa for information please.

4. All Branch Office, ESIC Goa with a direction to display this information on Notice Board.

5. M/s KLES Dr. Prabhakar Kore Hospital, Medical Research Centre, Nehrunagar, Belgaum, Karnataka for information please.

Assistant Director( Benefit) For Regional Director In-charge

Adm Protestille meddiellight



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KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

: Article 12 Bond

AGREEMENT

: 0

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: DIRECTOR GENERAL OF ESI CORPORATION GOA

KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

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The Belgaum District Revenue Simployees Co-operative Bank

Ltd., Beigaum

Authorised Signatory

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### AGREEMENT BETWEEN

### REGIONAL DIRECTOR (IN-CHARGE), E.S.I. CORPORATION AND

M/s K.L.E.S., Dr. PRABHAKAR KORE HOSPITAL & MEDICAL RESEARCH CENTRE, BELGAVI

This Agreement is made on the 4th day of July 2023 between the Director General, Employees' State Insurance Corporation, New Delhi acting through Regional Director(In charge), ESI Corporation, Ministry of Labour and Employment, Govt. of India, having its Office at Panchdeep

भेत्रीय निवेधक (प्रपारी)

KLES Dr. Prabhakar Kore Hospital &

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BELAGAVI - 590 010.

3. In case of any discrepancy please inform the Competent Authority

Bhawan, EDC Plot No.23, Patto, Panaji, Goa-403001 (hereinafter called ESIC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Party.** 

### AND

M/s K.L.E.S., Dr. Prabhakar Kore Hospital & Medical Research Centre, Nehru Nagar, Belagavi of the Second party.

WHEREAS, the ESIC proposes to provide Super Specialty Treatment services (including diagnostic) to the ESI beneficiaries.

AND WHEREAS, M/s K.L.E.S., Dr. Prabhakar Kore Hospital & Medical Research Centre, Belgavi has offered to give Super Specialty Treatment (including diagnostic) to ESI beneficiaries who may produce a permission letter from Medical Superintendent of State ESI Hospital or In-Charge of ESIS Dispensary or Medical Superintendent of ESIC Hospital or Regional Director(In-charge)/ State Medical Officer, Regional office, ESIC, Mumbai or In-Charge of Dispensary Cum Branch Office (DCBO) and who may produce a valid photo identity card issued by ESIC for following Super Specialty Treatment in

- 1. Cardiology, Cardiothoracic,
- 2. Vascular Surgery,
- 3. Neurology,
- 4. Neuro Surgery,
- 5. Urology,
- 6. Nephrology,
- Medical Gastroentology,
- 8. Surgical Gastroentology,
- 9. Comprehensive Oncology,
- 10. Surgical Oncology,
- 11. Plastic Surgery,
- 12. Pediatric Surgery,
- 13. Cardiac Surgery,
- 14. Neonatology,
- 15. Endocrinology,
- 16. Immunology & Rheumatology,
- 17. Interventional Radiology,
- 18. Organ Transplant,
- 19. Pediatric cardiology,
- 20. Pediatric Hematology,
- 21. Pediatric Nephrology,
- 22. Radiation therapy (Radiotherapy)

भिनाज कुमार साब Manoj Kumar Shaw संत्रीय निवेशक (प्रभारी) Regional Director (in charge) क.रा.बी. निगम, गोबा ESI Corporation, Goa Medical Director

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Medical Research Centre,

BELAGAVI - 590 010.

### **SST Investigations**

- 1. CT Scan,
- 2. MRI.
- 3. PET Scan,
- 4. Echocardiography,
- 5. Bone Scan & Screening of other parts of body,
- 6. Specialized Biochemical,
- 7. Immunological Investigations.

NOW THERFORE, IT IS HEREBY AGREED between the parties as follows:

### 1) DEFINITIONS & INTERPRETATIONS

The following terms and expressions shall have the following meanings for purpose of this Agreement:

- A. "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- B. "Benefit" shall mean be the extent or degree of services the beneficiaries are entitled to receive as per the rules on the subject.
- C. "Bill Processing Agency (BPA)" means the agency appointed by ESIC (Presently UTI-ITSL) for processing of data / bills of all ESI beneficiaries attending the empanelled private HCOs.
- D. <u>''Card''</u> shall mean the ESIC Card issued by any competent authority of ESIC / Temporary Identification Card (TIC) issued by concerned employer.
- E. "Card Holder" shall mean a person having an ESIC Card / TIC.
- F. <u>"Insured Person"</u> shall mean a person who is or was an employee in respect of whom contributions are or were payable under this Act and who is, by reason thereof, entitled to any of the benefits provided by ESI Act.
- G. <u>"ESI Beneficiary"</u> shall mean a person who is covered under ESI Scheme and holds a valid ESIC Card / TIC for the benefit. Beneficiary shall include the ESIC Card holder and the dependent family members listed in ESIC Card / TIC.
- H. "<u>Diagnostic Center</u>" shall mean the <u>Diagnostic Center</u> performing tests / investigations.
- I. "Imaging Centre" shall mean the \_\_\_\_\_\_ Imaging Centre performing X-Ray, CT-Scan, MRI, USG, etc.
- J. "Emergency" shall mean any condition or symptom resulting from any cause arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.

भनोज कुमार साव Manoj Kumar Shaw भनोय निवेजक (प्रचारी) Regional Director (In charge) क.रा.बी. निगम, गोवा ESI Corporation, Goa

Medical Director

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, BELAGAVI - 590 010.

- K. "Empanelment" shall mean the Health Care Organization (Hospital/ Nursing Home/ Diagnostic Centre/ Imaging Centre/ Dialysis Centre) authorized by the ESIC for treatment purposes for a particular period.
- L. "Hospital" shall mean the Hospital while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- M. "Empanelled Health Care Organization" shall mean the Health Care Organization (Hospital/ Nursing Home/ Diagnostic Centre/ Imaging Centre/ Dialysis Centre) empanelled by the ESIC for a particular period for providing treatment facilities and procedures etc. to the ESI beneficiaries at the rates laid down.
- N. "De-empanelment of Health Care Organization" shall mean debarring the Health Care Organization on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the ESI beneficiaries after following certain procedure of inquiry.
- O. "Party" shall mean the ESIC or the Health Care Organization and
- P. "Parties" shall mean both the ESIC and the Health Care Organization
- Q. "Eligibility" shall mean, eligibility for super specialty treatment to Insured Persons and members of their family as per the Hqrs letter no. V-14/11/5/2018-Med.I (SST) dated 29.10.2018 (enclosed alongwith agreement)
- R. Annexure-I shall be deemed to be an integral part of this Agreement.

### 2 SERVICE AREA

The M/s K.L.E.S., Dr. Prabhakar Kore Hospital & Medical Research Centre, Nehru Nagar, Belgavi shall provide treatment facilities to the ESI beneficiaries who may produce a permission letter from Medical Superintendent of State ESI Hospital or In-Charge of ESIS Dispensary or Medical Superintendent of ESIC Hospital or Regional Director(In-charge), ESIC, Goa/ State Medical Officer, Regional office, ESIC, Mumbai or In-Charge of Dispensary Cum Branch Office (DCBO)

### 3 SERVICE CHARGES

M/s K.L.E.S., Dr. Prabhakar Kore Hospital & Medical Research Centre, Nehru Nagar, Belgavi shall charge as per the rates for a particular procedure / package deal as prescribed by the CGHS / ESIC Rates and Guidelines, whichever is least. The up-to-date CGHS rates as given on the website should be followed.

The empanelled Health Care Organization will have to enter into a separate agreement to provide appropriate cashless medical facility to ESIC staff and pensioners as and when required by the Competent Authority on CGHS terms and conditions.

4 DURATION

N ननीज कुमार साव Manoj Kumar Shaw निवेशक (प्रधारी) Regional Director (In charge) क.रा.बी. निगम, गोवा ESI Corporation, Goa

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The Agreement shall remain valid for an initial period of **Two years** (04/07/2023 to 03/07/2025) which is further extendable for a period of one year as required by ESIC with mutual consent of both the parties, subject to fulfillment of all the terms and conditions of this Agreement.

### 5 REFERRAL PROCEDURE:-

a) The HCO shall provide cashless facilities to all ESI beneficiaries referred through proper ESIC referral system.

### b) Routine Referral:

The empanelled centre shall honor permission / referral letter (In Form P1) issued by competent authority (Medical Superintendent of State ESI Hospital or In-Charge of ESIS Dispensary or Medical Superintendent of ESIC Hospital or Additional Commissioner/ State Medical Officer, Regional office, ESIC, Mumbai or In-Charge of Dispensary Cum Branch Office (DCBO)) without delay and provide treatment / investigation facilities as per referral format on priority basis. The tie-up HCO shall provide medical care (treatment/procedure/investigations) on cashless basis as specified in the referral letter.

- c) If required, the empanelled HCOs should check the eligibility of the referred patients on the IP portal www.esic.in. In case of doubt, the advice from referring authority can be taken.
- d) Entitlement certificate from ESIC IP Portal / Certified by competent ESIC authority and valid Photo ID of IP as per ESIC guidelines should be part of referral document.
- e) If the tie up HCO feels the necessity of carrying out any additional treatment / procedure / investigation in order to facilitate the procedure for which the patient was referred, the requisite permission for the same is to be taken from the referring authority either through e-mail, fax or telephonically (to be confirmed subsequently in writing at the earliest).
- f) Patient attending the HCO beyond validity period should be asked to get the referral letter renewed / revalidated.

### g) Referral of Emergency cases:

It implies that patient comes to the Casualty department of ESI Hospital outside normal working hours. The Casualty / emergency duty doctor will assess the case and if required the doctor will refer the patient to tie-up HCO. The referral letter will be completely filled, signed and stamped by emergency duty doctor. The tie-up HCO will generate Claim-ID through UTI portal and submit admission intimation to ESI Hospital for online approval.

In case there is no ESIS Hospital/ ESIS Dispensary / ESIC Hoscpital/ ESIC Dispensary cum Branch Office (DCBO) nearby and an ESI beneficiary (with valid ESIC Card and eligibility) approaches the empanelled HCO outside normal working hours of ESIS Hospital/ ESIS Dispensary / ESIC Hoscpital/ ESIC Dispensary cum Branch Office (DCBO), without proper referral documents, the empanelled HCO shall assess whether it is emergency. The HCO shall also simultaneously check entitlement of the patient on the IP portal. In case of emergency, the concerned HCO shall issue the "Emergency Letter" for the same and affix attested photograph of the patient and thereon obtain permission from nearest Medical Superintendent, ESIC Hospital/

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ESIS Hospital/ Dispensary In-charge / DCBO In-charge as the case may be within 24 hrs of emergency admission via e-mail and also generate UTI claim ID.

- h) Direct Admissions: Patients visiting the empanelled HCO without proper referral letter shall not generally be eligible for cashless services. In case, an ESI beneficiary (with valid ESIC Card and eligibility) reports to the HCO without proper referral documents and subsequent covering referral is also not received from the competent authority for such direct admission, he / she may be provided treatment on Cash basis at CGHS Rates or the rates charged from other patients whichever is lower where it is a dire life threatening emergency and patient's condition would severely deteriorate, if not treated immediately.
- i) In case there is no ESI Hospital/ ESI Dispensary/ ESIC Hospital/ DCBO, Insurance Medical Practitioner (IMP) will generate manual referral to ESI beneficiary. The empanelled HCO will generate UTI claim ID through emergency referral by selecting Mumbai RO/ nearest DCBO in the UTI Portal and upload the manual IMP referral, ESIC/ TIC Card, Investigation Reports, Treatment / OPD / Investigation planned clearly mentioning request for approval for IPD / OPD purpose alongwith forwarding e-mail with all these documents to RO, Mumbai. Upon receipt of referral/ permission letter, the empanelled HCO will render cashless treatment to ESI beneficiary.
- j) The Health Care Organization will not refer the patient to other specialist / other HCO without prior permission of ESIC. Prior intimation shall be given to the ESIC whenever patient needs further referral.
- 6 TERMS AND CONDITIONS RELATED TO TREATMENT, PACKAGES AND RATES:
  - a. Insured Persons and beneficiaries are entitled for "General Ward".
  - b. "CGHS Package rate" shall mean all inclusive including lump sum cost of inpatient treatment / day care / diagnostic procedure for which ESI beneficiary has been permitted by the competent authority (listed at Sr. no. 2 above under "SERVICE AREA) or for treatment under emergency from time of admission to the time of discharge, including (but not limited to) (i) registration charges (ii) Admission charges (iii) Accommodation charges including patient's diet (iv) Operation charges (v) Injection charges (vi) Dressing charges (vii) Doctor / consultant visit charges (viii) ICU / ICCU charges (ix) Monitoring charges (x) Transfusion charges and blood processing charges (xi) Pre anaesthetic chekup and Anesthesia charges (xii) Operation theater charges (xiii) Procedural charges/ surgeon's charges/ surgeon's fee (xiv) Cost of surgical disposable and all sundries used during hospitalization (xv) Cost of medicines (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care and charges for its services and all other incidental charges related thereto.
  - c. Package rates also include two pre-operative consultations and two post-operative consultations.
  - d. In case of surgical procedures, where its name is not listed under CGHS rate list, the rates given under other himos/major surgery under each specialty shall be applicable.

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- e. Cost of implants / stents / grafts is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower.
- f. In case a beneficiary demands a specific brand of stent / implant and gives his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary which is non reimbursable.
- g. If there is no CGHS prescribed ceiling rate for any implant, reimbursement shall be limited to 85% of the MRP and Health Care Organization cannot charge more than that amount from ESIC. The pouches / stickers etc. attached should be duly verified by the treating doctor and the specifications should match with those mentioned in Discharge Slip and original receipt/invoice.
- h. During in-patient treatment of the ESI beneficiary, the HCO will not ask the beneficiary or his/her attendant to purchase the medicines / sundries / equipment or accessories separately from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items, However, toiletries, sanitary napkins, talcum powder, mouth fresheners are not payable/ reimbursable.
- i. In cases of conservative treatment, where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates. If there is no CGHS rate for a particular package/ procedure, admissible amount would be 85% of the rate-list of the empanelled Health Care Organization. In case of drugs not available in the CGHS/ ESIC package/ procedure, 90% of MRP will be admissible. However, cost of food supplements, toiletries and cosmetic items shall not be reimbursed.
- j. Package rates envisage up to a maximum duration of indoor treatment as follows:

Upto 12 days for specialized (Super Specialty) treatment

Upto 07 days for other major surgeries

Upto 03 days for Laparoscopic surgeries / elective angioplasty / normal deliveries

And 01 for day care / minor (OPD) surgeries.

- k. Bone Marrow Transplant rates are as per Tata Memorial Centre / AIMS / any Govt. organization rates and sanction as per Hqrs. Guidelines as issued time to time.
- 1. The Health Care Organization who are Tie-up with other Diagnostic Center / Imaging Center for SST Investigation shall charge as per the rates for a particular investigation as prescribed by the CGHS \_\_\_\_\_\_\_\_/ ESIC Rates and Guidelines, whichever is least.

Short admission / OPD treatment for inoculations, infusion, etc. Rs. 450/- would be payable/reimbursable for all categories of beneficiaries.

However, if the beneficiary has to stay in the HCO for his/ her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by HCO, the additional permission may be allowed, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visits per day by specialists / consultants), cost of medicines for additional stay. If more ithan an opening that the consulted for treatment of medical Director

Regional Director (In charge) क. रा.बी. निगम, गोवा

KLES Dr. Prabhakar Kore Hospita Medical Research Centre, BELAGAVI - 590 010. then the bills would be accepted only with proper justification of visits of different specialist.

- m. Maximum duration of indoor treatment under package rate shall be as per CGHS. However, if additional stay beyond the period covered in package rate is required for recovery, in exceptional cases, supported by relevant medical records and certified as such by the HCO, additional reimbursement shall be allowed for accommodation charges (as per entitlement), investigation charges (at approved rates), doctor's visit charges (not more than two visits per day by specialists/consultants) and cost of medicine (90% of MRP) if prior permission has been taken from the referring authority. No additional charge on account of extended period of stay shall be allowed if that extension is due to any complication/consequences of faulty surgical procedure / faulty investigation procedure etc.
- n. Any legal liability out of such services shall be the sole responsibility of and shall be dealt with by the concerned empanelled Health Care Organization
- o. The empanelled HCO cannot charge more than CGHS approved rates when a patient is admitted with valid ESIC card with prior permission or under emergency. In case of any instance of overcharging, the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant / stent of a specific brand chosen by ESI beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the HCO.
- p. If any empanelled HCO charges from ESI beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor/staff of the concerned HCO and if they are not falling under the list of non-admissible items, that amount shall be recovered from the pending bills of HCOs.
- q. In case, the HCO rates for treatment procedure/ tests are lower than CGHS rates, the charges will be paid as per actual.
- r. If one or more minor procedures forms a part of major treatment procedure, then package charges would be permissible for major procedure and only 50% of charges admissible for minor procedure.
- s. All the drugs/dressings used during the treatment of the patient should be of generic nature as far as possible, and approved under IP/BP/USP/FDA Pharmacopoeia or on DGESIC or CGHS rate contract. Any drug/dressings not covered under any of these pharmacopoeias will not be reimbursed.
- t. Only the drugs which are available in IP/BP/US Pharmacopoeia and approved by Drug Controller General of India shall be used for indoor patients. Preferably the drugs which are available in DGESIC/CGHS Rate contract shall be used. The chemotherapy drugs amount shall be paid as per Life Saving Drugs rate-list of CGHS. Imported brands shall not be used if Indian drugs are available.

7 BILLING

मनोज कुमार साव म्बाबा हिस्सान (प्रभारी) Regional Director (In charge) क.रा.बी. निगम, गोवा FSI Corporation, Goa

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In case of referrals from ESIC Hospitals, the empanelled HCO will submit hard copies of bills to respective referring ESIC Hospital as per the following procedure for payment.

In case of referrals from ESIS Hospitals/ ESIS Dispensaries/ DCBO/ Regional Office, the empanelled HCO will submit hard copies of bills to the office of Regional Director(In-charge), ESIC, Regional Office, Goa as per the following laid down procedure.

Once the empanelled HCO receives information regarding the bills that have been scrutinized by UTI-ITSL, the concerned HCO will submit hard copies of such bills as per the dates of scrutiny in 4 distinct bundles to ESIC, Regional Office as under:

- i) OPD bills with CGHS Code
- ii) OPD bills without CGHS code
- iii) IPD bills with CGHS code
- iv) IPD bills without CGHS code

Such bundles of bills will be submitted to ESIC Regional Office, Goa within 7 days but not later than 30 days from date of scrutiny by UTI-ITSL. However, in case of referrals from ESIC Hospitals, the bills shall be submitted to the respective ESIC Hospital.

Thereafter, alongwith duly signed acknowledgement receipt of State referral unit, the TUH shall submit the original bills in above mentioned bundles in the concerned Regional Offices of ESIC for receipt in UTI-ITSL module and further processing of payment.

After the patient is discharged, the HCO will upload the claim related documents as per SOP and ESIC policy viz Referral letter, Bills, Lab reports, Discharge Summary, Doctors report, indoor papers etc. to BPA through the web based application within seven (7) working days.

The empanelled HCO shall submit all the medical reports in digital form as well as in physical form as per ESIC policy and SOP.

The empanelled HCO agrees that the actual processing shall start when physical copies of the bills submitted by the empanelled HCOs to the concerned referring ESIC/ESIS Hospital, are verified by them on behalf of respective ESIC/ESIS Hospital. Counting of days shall start from such date for the purpose of "Turn Around Time" (TAT). In case of query raised on the bills the TAT for the purpose of BPA shall start from the date of reply to the last query raised by the Tie-up HCO.

The tie-up HCO shall raise the bills on their HCO letter heads as per the terms and conditions of ESIC and UTI-ITSL. Bills complete in all respects only shall be processed for payment. Tie-up HCO shall respond to queries raised by UTI-ITSL within the time frame as specified in UTI-ITSL module. The responsibility of nonpayment due to late response or no response will solely lie on the concerned tie-up HCO.

If the claim is rejected or results into non-payment to the empanelled Health Care Organization, ESIC Hospital/ Addl. Commissioner Office shall recover the service charge and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled Health Care Organization and shall pay to the account of the BPA.

In case of absence of certain physical documents, the "Need More Information (NMI)" status will be raised by the Verifier of the respective ESIC/ESIS Hospital, BPA or Medical processing

Medical Director

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Regional Director (In charge)

उ क्षेत्रीय निवेशक (प्रभारी)

team of respective ESIC Hospital/ Addl. Commissioner Office to the empanelled HCO for the missing/ambiguous physical documents (As per SOP). Empanelled HCO shall have to submit the clarifications/information inter-alia for all bills returned online at any level under NMI category, within 15 days, failing which these claims will be processed by the respective levels and BPA on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further.

The BPA will audit the medical claims of the ESI Hospital/institution Beneficiaries in respect of the treatment taken by them in the empanelled HCOs and make recommendations for onward payment to ESIC Hospital/ Addl. Commissioner Office in a time bound manner within a period of 10 working days from the date of submission of bills in physical format or reply to last query, whichever is later.

In case of some mistakes in the scrutiny of claims recommendations thereto by BPA resulting in excess payment to the empanelled HCO by ESIC Hospital/ Addl. Commissioner Office, the excess amount shall be recovered from the future bills of the empanelled HCO.

Subject to BPA rendering bill-processing services as per terms and conditions of this agreement, the empanelled HCOs shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.

The processing fee admissible to BPA will be at the rate of 2% of the claimed amount of the bill submitted by the empanelled Health Care Organization (and not on the approved amount) and service tax/GST/any other tax by any name thereon. The minimum admissible amount shall be Rs.12.50 (exclusive of service tax/GST/any other tax by any name, which will be payable extra) and maximum of Rs. 750/- (exclusive of service tax/GST/any other tax by any name, which will be payable extra) per individual bill/claim. The fee shall be auto-calculated by the software and prompted to the ESI Hospital/ Addl. Commissioner Office by the system at the time of generation of settlement ID.

The Empanelled HCOs will send bills in prescribed format (P-I to PVI) along with necessary supportive documents.

- A) THE FORMATS AS GIVEN BELOW MUST BE USED WHILE SUBMISSION OF BILLS TO REGIONAL OFFICE, MUMBAI:
- P-I Referral Form/ Permission Letter of referring ESI Hospital/ Dispensary/ ESIC Hospital / DCBO/ SMO generated through UTI Portal
- P-II Individual bill format Is meant for details of the charges for procedure(s) for individual patients treated at tie-up HCOs to be filled for each patient by Tie-up HCO while claiming the payment.
- P-III Conso idated bill format Is meant for consolidated bill of patients when a common bill is being sent by Tie-up HCOs on a day for payments of more than one case treated.
- P-IV Sanction memo/ Disallowance memo to be issued by SMO, if some amount is to be deducted from the claim amount. P-IV is to be attached with each bill by empanelled HCO.
- P-V Bill claim format for special investigations is meant for HCO for raising of bills for investigations of the patient for which he/she is referred to.

  Medical Director

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FSI Corporation, Goa

KLES Dr/ Prabhakar Kore Hospital & Medical Research Centre, BELAGAVI - 590 010.

P-VI Patient Satisfaction Certificate – to be duly signed or thumb impression put by patient/ Attendant. To be sent by tie-up HCO while claiming the bill alongwith P-I to P-V. It is meant for a statement by patient/ Attendant that they have received satisfactory treatment as well as statement that no money has been charged from him/her during the stay in the HCO.

# B) THE DETAILS OF DOCUMENTS TO BE SUBMITTED ALONG-WITH BILL ARE AS FOLLOWS:-

- a. Discharge slip duly verified by treating doctor incorporating history of the case, diagnosis, detail of procedure done / treatment given and medicine doses given /advised on discharge along with the duration of HCO stay. Discharge sheet should be accompanied with the copy of the case sheet. The discharge sheet should have signatures of the beneficiary / attendant and treating consultant in original along with his / her stamp.
- b. Report of investigations in original duly verified.
- c. Original bills of implants / devices etc. duly verified by treating consultant should be attached.

  The bills should have details of the implant / devices i.e. batch no. size, quantity, expiry date (if any).
- d. Stickers of implants duly verified by the treating consultant should be attached.
- e. Referral slip / OPD Slip by authorised IMP/Nursing Home (Primary Medical care Provider).
- f. Referral form duly filled by authorised IMP/Nursing Home (Primary Medical care Provider).
- g. ESI benefit entitlement certificate
- h. Patient's / attendant's satisfaction certificate duly signed.
- i. Dependency Certificate in case of parents.
- j. Identity Certificate of the insured person (IP)/ family.
- k. The original bill of the HCO in relation to the patient duly signed by the authority, duly stamped, and dated.
- 1. Operative / procedure notes with sign and stamp of operating doctor.
- m. Wrappers of costly medicines (Having Unit Cost more than Rs. 1000/-).

Note: No payment shall be made to HCO for treatment/ procedures/ investigations which are not mentioned in the referral letter.

### C) CEILING OF SST EXPENDITURE:

Upper limit on the expenditure for procedures not covered under CGHS package rates would be Rs. 10 Lakhs per beneficiary per year. Cases involving expenditure of more than Rs. 10 Lakhs may be considered only as an exception and on reimbursement basis. Tie-up HCOs are requested to be watchful not to cross the ceiling limit especially when costly and recurring treatment are involved and may take clarification regarding total expenditure from Referring Hospital, if needed.

#### D) TDS AND OTHER STATUTORY DEDUCTIONS:

TDS, GST and other Statutory deductions will be made as per Rules or other applicable statutory provisions as prevalent from time to time.

Medical Director

Medical Director
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BELAGAVI - 590 010.

सत्रीय निवेशक (प्रणारी)
Regional Director (In charge)
क.रा.की. निगम, गोवा

#### 8 MEDICAL AUDIT OF BILLS

Medical audit and inspections will be conducted as and when required by ESIC / BPA.

#### 9 REVISION OF RATES

The notified rates may be revised by the ESIC after empanelment. However, if revised rates are not acceptable to the empanelled HCO and the HCO no longer wishes to continue on the empanelled HCOs, it can apply for exclusion from the panel by giving three months notice.

#### 10 ONLINE SUBMISSION OF BILLS

The empanelled HCO should have the capacity to submit all the claims/ bills in electronic format to the ESIC System and must also have dedicated equipment, software and connectivity for such electronic submission.

ESIC has engaged UTI-ITSL as the Bill Processing Agency (BPA) for the scrutiny and processing of all the bills of empanelled HCOs for ESI beneficiaries referred by ESIC competent authority. Empanelled HCOs shall accept the terms and conditions related to online submission and processing of bills in the UTI-ITSL application / any other agency that ESIC hires for bill processing and payment.

The empanelled HCO is to get their bills processed by BPA module and to pay the prescribed processing fee etc. as described and updated through the SOPs issued by ESIC Hqrs. on a timely basis as intimated by Regional Office, ESIC, Mumbai.

The empanelled HCO on admission of an ESI Beneficiary shall intimate online to BPA the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 24 hours of admission.

#### 11 RISK AND COST

Patients can not be denied treatment on the pretext of non-availability of beds/specialist etc. In case of failure by the empanelled HCO to perform its duties under this contract due to whatever reason, Additional Commissioner, ESIC has the right to get the performance of the duties done from any other hospital at the sole risk and cost of the empanelled HCO.

#### 12 HOSPITALIZATION

All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and same are included in package rate of the said procedure. For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority.

The HCO shall provide reports on monthly basis by the 10<sup>th</sup> day of the succeeding calendar month in the prescribed format to the Additional Commissioner Office in respect of the beneficiaries treated.

Medical Director KLES Dr. Prabhakar Kore House to the commissioner of the succeeding calendar month in the prescribed format to the Additional Commissioner Office in respect of the beneficiaries treated.

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, BELAGAVI - 590 010.

क.रा.बी. निगम, गोवा ESI Corporation, Goa

Regional Olrector (In charge)

The Health Care Organization shall submit all the medical records in digital format.

The Health Care Organization agree that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the HCO that shall alone be responsible for the defect and / or deficiencies in rendering such services.

The Health Care Organization shall immediately communicate to Additional Commissioner's Office about any change in the infrastructure / strength of staff. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of ESIC. The new establishment of the same HCO shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

## 13 DUTIES AND RESPONSIBILITIES OF HEALTH CARE ORGANIZATION

- a. It shall be the duty and responsibility of the Health Care Organization at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all valid statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.
- b. Empanelled Health Care Organization shall notify two Nodal Officers, preferably Medical Officer, duly certified by the competent authority of HCO, to ESIC, Regional Office. The name and mobile number of the Nodal Officer should be displayed at the reception of the empanelled HCO. Any change in authorized signatory, shall be promptly intimated by the empanelled HCOs to ESIC, Regional Office on email id <a href="mailto:smo-mh@esic.nic.in">smo-mh@esic.nic.in</a>.
- c. There must be a prominent display of ESIC Logo with the words "We provide Cashless Treatment to ESI Beneficiaries on referral by ESIC mentioning the specialities for which it is empanelled. In case of difficulty please contact \_\_\_\_\_(Names and Contact details of Two Nodal officers)" by the empanelled Health Care Organization. The list of documents required to be carried by ESI patients/attendant must also be displayed.
- d. The Health Care Organization will not make any commercial publicity projecting the name of ESIC on Display board.
- e. That the Health Care Organization will pay damage to the ESI beneficiary or the attendant or ESIC Staff who accompanies the patient, if any injury, loss of part or death occurs due to gross negligence.
- f. For Health Care Organization which are not accredited by NABH/ NABL, they must get NABH/ NABL accreditation preferably within six months, but not later than one year from the date of their empanelment. The certificate shall be submitted to this office.

# 14 HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The Health Care Organization is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Health Care Organization is obliged to act within its own authority and abide by the directives issued by the ESIC. The Health Care Organization is responsible for managing the activities of its

Manoj Kumar Shaw क्षेत्रीय निवेशक (प्रभारी) Regional Director (in charge) क.रा.बो. निगम, गोवा ESI Corporation, Goa Medical Director
KLES Dr. Prabhakar Kore Hospital &
Medical Research Cent e,
BELAGAVI - 590 010.

personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

#### 15 PERFORMANCE BANK GUARANTEE

The Health Care Organization will furnish a continuous, revolving and irrevocable Performance Bank Guarantee, for an amount of Rs. 5.00 lakhs (Rupees Five Lakhs only) and in case of Diagnostic Centre for an amount of Rs. 2.00 lakhs (Rs. Two Lakhs only), preferably from a nationalized bank, valid for a period of 36 months, in the prescribed proforma to ensure due performance under this Agreement and for efficient service and to safeguard against any default (Annexure-I). In case of HCO already empanelled with ESIC they shall submit a new Performance Bank Guarantee after the validity of the existing Performance Guarantee is over. Furthermore, in case of any violation of the provisions of the Agreement, the provisions of Liquidated Damages (clause 16) will be applicable.

### 16 LIQUIDATED DAMAGES

- a. The **Health Care Organization** shall provide the services as per the requirements specified by the ESIC in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Health Care Organization such as refusal of service or direct charging from the ESI Beneficiaries or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the ESIC. However, the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee.
- b. In case of repeated defaults by the **Health Care Organization** the total amount of Performance Bank Guarantee will be forfeited, and action will be taken by removing the Health Care Organization from the empanelment of ESIC as well as termination of this Agreement.
- c. In the first instance, the complaint will be examined by the ESIC authorities and if the complaint is found to be true, the ESIC shall have the right to give a "Show Cause Notice" to the Health Care Organization and the Health Care Organization shall reply within 10 days of its receipt. The reply will be examined by a Committee constituted for the purpose. If the Committee concludes that the Health Care Organization has violated the provisions of the Agreement, necessary action will be taken for de-empanelment of that Health Care Organization. The decision of the ESIC in this regard will be final.
- d. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Health Care Organization and the ESIC shall have the right to issue a written warning to the HCO not to indulge in such practices in future. The recurrence, if any, will lead to the stoppage of referral to that **Health Care Organization**.

#### 17 TERMINATION FOR DEFAULT-

a. Additional Commissioner, ESIC, may, without prejudice to any other remedy and for breach of contract in whole or part, may terminate the contract.

अत्रीय निर्देशक (प्रपारी)
Regional Director (in charge)
क.रा.बी. निगम, गोवा
ESI Corporation, Goa

Médical Director
KLES Dr. Prabhakar Kore Hospital
Medical Research Centre,
BELAGAVI - 590 010.

- b. If the Health Care Organization fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the contract, or within any extended period thereof, if any, granted by ESIC.
- If the Health Care Organization fails to perform any other obligation(s) under the contract.
- d. If the Health Care Organization, in the judgment of ESIC, is engaged in corrupt or fraudulent practice in competing for or in executing the contract.
- e. If the Health Care Organization is found to be involved in or associated with unethical/illegal or unlawful activity, the contract will be summarily suspended by ESIC and thereafter ESIC may terminate the contract, after giving a show cause notice and considering its reply (if any) received within 10 days of the receipt of the show cause notice.
- f. The ESIC shall have the right to terminate the contract in case the empanelled Health Care Organization is wound up/ dissolved/ re-incorporated. The termination of contract shall not relieve the Empanelled Health Care Organization or their heirs and legal representatives from their liability in respect of the services provided by the empanelled centre during the period when the contract was in force.
- Either party can terminate the contract by giving 03 months notice.

#### 18 PREMATURE TERMINATION OF CONTRACT

In case of premature termination of contract by the empanelled centre without a notice of at least three months duration, it will have to pay the damages determined by Additional Commissioner, the same may be recovered either from pending bills or performance bank guarantee may be forfeited or both (if not paid otherwise)

#### FORFIETURE OF PERFORMANCE BANK GUARANTEE AND CRITERIA FOR 19 DE-EMPANELEMENT

De-empanelment of the Health Care Organization may be done due to any one of the following reasons:

- a. Rendering unwillingness to continue in the panel.
- b. Due to unsatisfactory services and proven case of malpractice or misconduct / medical negligence.
- Refusal of timely services to ESI beneficiaries.
- d. Undertaking unnecessary procedure(s) in patients referred for IPD/OPD management/ investigation purpose.
- e. Prescribing unnecessary/untested drugs/tests while the patient is under treatment.
- Carrying out drug trials on ESI beneficiaries.
- g. Persistent overbilling of the procedures/treatment/investigation(s) undertaken.
- h. Reduction in number of full-time ienced consultants / staff/infrastructure/equipments etc. Wianoj Kumar

Medical Director KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, BELAGAVI - 590 010.

क्षेत्रीय निदेशक (प्रभारी) Regional Director (In charge) क.रा.बी. निगम, गोवा

ESI Corporation, Goa

after the HCO has been empanelled.

- Non-submission of reports, habitual late submission or submission of incorrect data in the report.
- Refusal to provide cashless treatment to eligible ESI beneficiaries.
- If de-empanelled by CGHS or any other Govt. or Public Sector Organization.
- 1. Discrimination against ESI beneficiaries vis-a-vis other patients.
- m. Death of owner/ change of ownership, location of business place or the practice place, as the case may be, if not approved by competent authorities.
- If the owner gives the establishment on lease to any other agency without the consent of ESIC.
- If the HCO fails to follow instructions, guidelines and submits bills in its own way and with repeated deficiencies, the institution shall be liable for de-empanelment.
- The amount of Performance Bank Guarantee will be forfeited and ESIC will have the right to deempanel the HCO as the case may be.

#### Note:

- 1. Once any Health Care Organization is de-empanelled, the MoU with that shall stand terminated from the date of de-empanelment. Such Health Care Organization will be debarred for empanelment for a period of one year. If the Health Care Organization is blacklisted, it will be debarred from empanelment for a period of three years.
- 2. If during the agreement period, any case of blacklisting by any Govt./ Semi-Govt./ PSU/ SPSU the empanelled HCO must inform the same to ESIC within 10 days. Failing to do so will attract appropriate action from ESIC.

#### 20 INDEMNITY

The Empanelled Health Care Organization shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims, and demand brought or made against in respect of anything done or purported to be done by the Health Care Organization in execution of or in connection with the services under this contract and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC along with the Health Care Organization or otherwise, as a party for anything done or purported to be done in the course of the execution of this Contract. The Health Care Organization will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life resulting from negligence or unreasonable conduct on the part of empanelled HCO. The Health Care Organization will solely pay all the indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may at its discretion and always entirely at the cost of the tie up Health Care Organization defend such suit, either jointly with the tie up HCO or unilaterally in case the latter chooses not to defend the case.

21

ARBITRATION Wanoj Kumar Shaw शेर्ज्ञ व निवेशक (प्रभारी) Regional Director (in charge) क ता.बी. निगम, गोवा Est Corporation, Goa

Medical Director KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, BELAGAVI - 590 010.

If any dispute or difference of any kind whatsoever (the decision thereof not being otherwise provided for) shall arise between the ESIC and the Empanelled Health Care Organization upon or in relation to or in connection with or arising out of the Contract, shall be referred for arbitration by the Additional Commissioner, ESIC. The Arbitrator will be appointed by Additional Commissioner. The decision of the Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the office of Additional Commissioner. Any legal dispute shall be settled at Court having Mumbai jurisdiction only.

#### 22 MISCELLANEOUS

- a. Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the ESIC and the HCO.
- b. The Health Care Organization shall not represent or hold itself out as agent of the ESIC.
- c. The ESIC will not be responsible in any way for any negligence or misconduct of the Health Care Organization and its employees for any accident, injury or damage sustained or suffered by any ESI beneficiary or any third party resulting from or by any operation conducted by and on behalf of the HCO or in the course of doing its work or perform their duties under this Agreement or otherwise.
- d. The **Health Care Organization** shall notify ESIC of any material change in their status and their shareholdings or that of any Guarantor of the HCO in particular where such change would have an impact on the performance of obligation under this Agreement.
- e. This Agreement can be modified or altered only on written agreement signed by both the parties.
- f. Should the **Health Care Organization** gets wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the HCO or their heirs and legal representatives from the liability in respect of the services provided by the HCO during the period when the Agreement was in force.
- g. The Health Care Organization shall bear all expenses incidental to the preparation and stamping of this agreement.
- h. Any medico legal issue arising out of treatment of patients under this empanelment will be the responsibility of the empanelled Health Care Organization.

#### 23 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 fax/e-mail and confirmed by original copy by post to the other Party's address as below.

भाग कुमार साव भागा Kumar Shaw भंत्रीय निवेशक (प्रभारी) Regional Director (In charge) क.रा.बी. निगम, गोवा ESI Corporation, Goa

Medical Director

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre,

BELAGAVI - 590 010.

ESIC:

Regional Director(In-charge), Medical Benefit Branch, ESI Corporation, EDC Plot No.23, Patto, Panaji, Goa-403001.

E-mail: rd-goa@esic.gov.in / smo-mh@esic.nic.in

## Health Care Organization M/s K.L.E.S., Dr. Prabhakar Kore Hospital & Medical Research Centre, Nehru Nagar, Belgavi

A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left, premises locked, etc.

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the month, 2023.

For and on behalf of	For and on behalf of				
Director General, ESI Corporation, Panchdeep Bhavan, C.I.G. Road, New Delhi – 110 002.	M/s K.L.E.S., Dr. Prabhakar Kore Hospital of Medical Research Centre, Nehru Naga Belgavi-590010				
Vanoj Kumar Shaw अंत्राच निवेशक (प्रणारी) Regional Director (In charge) क.रा.बी. निगम, गोवा	Medical Director  KLES Dr. Prabhakar Kore Hospital &  Medical Research Centre,  BELAGAVI - 590 010.				
Shri Manoj Kumar Shaw	(Col) M. Dayananda				
Regional Director(I/c)	Medical Director				

Witness	Witness
एस. एच. पोल	
S. N. Pol	Strator - Finance & Accounts
सङ्गयक निर्देशक	CA Vinay Bedale BELAGAVI.
क.रा.बी. निगम, गोवा/ESIC 603	
कराजा । नगन, नवारहजार ६०व	Administrator F & A



HL: BG:PM:MED/46/06- 12-5

The Medical Superintendent, KLE Hospital, Nohru Nagar, BELGUAM.

M/S. Kasabekar Metagud Clinic, BELGUAM

Dear Sir,

11.05.2006

1915

# Sub: Medical treatment to our employees dependents.

As you are aware that, your institute is one of our recognized institute for availing inpatient Medical treatment for our employees and their dependents. Some times because of late receipt of authorization from M/s. LMB insurance Brokers (P) Ltd, Trivandrum our employees and their family members are facing inconvenience in getting in-patient treatment at your Hospital. Hence it is decided that the company will under take to settle the inpatient bills in respect of our employees and their dependents, if there is delay in receipt of authorization from M/s. LMB Insurance Brokers (P) Ltd., Trivandrum.

In view of above, you are requested to kindly provide immediate inpatient medical treatment to our employees and their dependents without waiting authorization from M/s. LMB Insurance Brokers (P) Ltd., Trivandrum. However, the practice of collecting the authorization from M/s. LMB Insurance Brokers (P) Ltd., will continue.

This is for your kind information and necessary action please.

Thanking you,

Yours faithfully,

For Hindustan Latex Limited,

DY.MANAGER (HR)

sui molion

In uncertable

Factory: Kanagala - 591225, Dist. Belgaum Karnataka Tel:(0)(08333) 279244, 279239, Fax: (08333) 279245

Corporate & Regs. Office: Latex Bhavan, Poojappura, Thiruvananthapuram - 695 012, India Tel: 0471-2354949

Website: www.hindlatex.com

75/66



# NATIONAL INSURANCE COMPANY LIMITED

BRANCH OFFICE: MYDHILY MANDIRAM, JANATHA JUNCTION, PALARIVATTOM, KOCHI-682 025
TELEFAX: 2339564, 2339565, 2335190

Ref: 570105/Mediclaim/06-07

27-07-2006

Medical Directory, KLES Hospital, Belgaum

Dear Sir,

## Re: Cashless facility for employees and dependents of M/s. Hindustan Latex Ltd.

Kindly note that M/s. Hindustan Latex Ltd., Trivandrum of Kanagala Unit has renewed Group Mediclaim Policy with us covering their employees and dependents with effect from 01-07-2006. The policy covers hospitalisation benefits up to Rs. One Lakh per family. Further, the cover is extended to include pre-existing diseases and maternity benefits up to Rs. 25000/- for normal and Rs. 40,000/- for caesarian delivery. Bills for critical illenss coverage to the tune of Rs. 1,00,000/-based on certification from hospital duly endorsed by HLLbill also be honoured. The policy is being serviced by TPA (Medi Assist) / LMB Insurance Brokers Ltd. in association with National Insurance Company Limited. We would request you to extend cashless facility to the employees of the above group on production of ID Cards. All the treatment bills will be honoured by us within 30 days of receipt. We have also authorized M/s. LMB Insurance Brokers Pvt. Ltd., Trivandrum to liaise with you and collect the bills for onward transmission to us. We shall be thankful to have your wholehearted co-operation. Those cases of bills pertaining to patients not coming under the purview of the Insurance Policy will be settled by Hindustan Latex Ltd.

Thanking you

Yours faithfully,

P.R. Suresh Branch Manager

Representing LMB Insurance Brokers Pvt. Ltd.,

Representing Hindustan Latex Ltd.

Br. 61-

1418



#### INDIA NON JUDICIAL

### **Government of Karnataka**

#### e-Stamp

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA44595082894265V

18-Nov-2023 12:14 PM

NONACC (FI)/ kaksfcl08/ KHANAPUR1/ KA-BL

SUBIN-KAKAKSFCL0858078580741521V

KHADI AND VILLAGE INDUSTRIES COMMISSION CVPI KNP.

Article 12 Bond

MOU AGREEMENT

(Zero)

KHADI AND VILLAGE INDUSTRIES COMMISSION CVPI KNP

KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

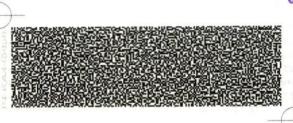
KHADI AND VILLAGE INDUSTRIES COMMISSION CVPI KNP

100

(One Hundred only)

Shiva Shakti M.P.Souhard Sahakari Nivamit, Khanapur





Please write or type below this line

# MEMORANDUM OF UNDERSTANDING (AGREEMENT)

FOR EMPANNELMENT OF HOSPITALS

BETWEEN

Khadi and Village Industries Commission

LES DR PRABHAKAR KORE HOSPITAL & MRC, BELAGAVI

प्राचार्य/PRINCIPAL

कंन्द्रीय ग्राम कम्हारी संस्थान

Medical Director KLES Dr. Prabhakar Kore Hospital &

evillage a state by the beverified a grown of its same com' or using e-Stamp Mobile App of Medical Research Centre, repancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The start be the August August 1990 and the users of the certificate.

This Agreement is made on the \_\_\_\_\_\_ day of November 2023 between Khadi and Village Industries Commission, \_Central Village Pottery Institute, at Khanapur, Dist.Belagavi,Karnataka,591302 (here-in-after called "KVIC") of the FIRST PART.

AND

# KLES DR PRABHAKAR KORE HOSPITAL & MRC, BELAGAVI

(here-in-after called "Hospital") of the SECOND PART.

Whereas, the "Hospital" is agreed to extend the treatment/ procedure/ diagnostic facilities (In patient & OPD) to the employees of "KVIC"& their dependents on CGHS approved rates:

OPD	IPD
1.MEDICINE	
2.SURGERY	1.MEDICINE
3.ORTHOPAEDICS	2.SURGERY
4.ORTHO JOINT REPLCEMENT& ARTHROSCOPY	3.ORTHOPAEDICS
5.OBST.& GYNAEC	4.ORTHO JOINT REPLCEMENT& ARTHROSCOPY
6.PAEDIATRICS	5.OBST.& GYNAEC
7.SKIN	6.PAEDIATRICS
8.PSYCHIATRY	7.SKIN
9.RESPIRATORY MEDICINE	8.PSYCHIATRY
10.ENT	9.RESPIRATORY MEDICINE
11.PHYSIOTHERAPY	10.ENT
12.CHILD DEVELOPMENT CLINIC 1454	11.PHYSIOTHERAPY
13.NEONATOLOGY	12.CHILD DEVELOPMENT CLINIC 1454
	13.NEONATOLOGY
14.OPHTHALMOLOGY	14.OPHTHALMOLOGY
15. VITREORETINA OPTHALMOLOGY UNIT	15.VITREORETINA OPTHALMOLOGY UNIT
16.ORAL & MAXILLOFACIAL SURGERY	16.ORAL & MAXILLOFACIAL SURGERY
17.DIABETOLOGY	17.DIABETOLOGY
18.PLASTIC SURGERY	18.PLASTIC SURGERY
19.NEURO MEDICINE	19.NEURO MEDICINE
20.NEURO SURGERY	20.NEURO SURGER Y
21.CARDIOLOGY	21.CARDIOLOGY
22.PAED.CARDIOLOGY	22.PAED.CARDIOLOGY
23.CARDIAC SURG	23.CARDIAC SURG
24.NEPHROLOGY	24.NEPHROLOGY
25.PAEDIATRIC NEPHROLOGY	25.PAEDIATRIC NEPHROLOGY
26.UROLOGY	26.UROLOGY
27.PAEDIATRIC SURGERY	27.PAEDIATRIC SURGERY
28.ENDOCRINOLOGY	28.ENDOCRINOLOGY
29.SURGICAL ONCOLOGY	29.SURGICAL ONCOLOGY
30.MED-ONCOLOGY	30.MED-ONCOLOGY
31.GASTROENTEROLOGY	31.GASTROENTEROLOGY
32.URGICAL GASTRO	32.URGICAL GASTRO
33.IMMUNOLOGY & RHEUMATOLOGY	33.IMMUNOLOGY & RHEUMATOLOGY
34.NEURO RADIOLOGY & VASCULAR	34.NEURO RADIOLOGY & VASCULAR
35.INTERVENTIONAL RADIOLOGY	35.INTERVENTIONAL RADIOLOGY
36.ORTHO (SPINE SURGERY)	36.ORTHO (SPINE SURGERY)
37.PAEDIATRIC HEMATOLOGY ONCOLOGY	37.PAEDIATRIC HEMATOLOGY ONCOLOGY

प्राचार्यं/PRINCIPAL कंन्द्रीय ग्राम कुम्हारी संस्थान Sentral Village Pottery Institute खानापर/KHANAPUD

Page 2 of 10

Medical Director
KLES Dr. Prabhakar Kore Hospital &
Medical Research Centre,
BELAGAVI - 590 010.

2)And whereas, definition, interpretations & expressions mentioned in this MoU/ Agreement will have the following meanings:

- a) "Agreement" shall mean this Agreement and all schedules, Supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- b) "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
- c) "Emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- d) "Empanelment" shall mean the Hospital empaneled by the KVIC for a particular period for providing in-patient treatment facilities and procedures etc. to the employees of the KVIC & their dependents on the rate approved by the CGHS, Govt. of India.
- e) "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the practices of the health care for the employees of KVIC& their dependents after following certain procedure of inquiry.
- f) "Package Rate" shall mean and include lump sum cost of inpatient treatment/ day care/ diagnostic procedure for which employees of KVIC& their dependents has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) (i) Registration charges, (ii) Admission charges (iii) Accommodation charges including patient diet (iv) Operation charges (v) Injection Charges (vi) Dressing charges (vii) Doctor/ Consultant visit charges (viii) ICU/ ICCU charges (ix) Monitoring charges (x) Transfusion charges (xi) Anesthesia charges (xii) Operation theater charges (xiii) Procedure charges/ Surgeon's fee (xiv) Cost of surgical disposables and all sundries used during hospitalization (xv) Cost of medicines (xvi) Related Routine and essential investigations (xvii) Physiotherapy charges etc.

  Nursing care
- g) "Hospital" shall mean <u>KLES DR PRABHAKAR KORE KORE</u>

  <u>HOSPITAL & MRC, BELAGAVI</u> while performing under this agreement providing medical investigations, treatment and the healthcare of human being.

प्राचार्य/PRINCIPAL कंन्द्रीय ग्राम कुम्हारी संस्थान

entral Village Pottery Institute खानाप्र/KHANAPUR, Page 3 of 10

Medical Director

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, BELAGAVI - 590 010.

entral Village Ponery Institute

3)And whereas, both the part of this agreement i.e. "KVIC" & "Hospital" have agreed to abide the undermentioned terms & conditions:

- (i) The Hospital shall extend the in-patient & out-patient medical treatment to the employees of KVIC& their dependents on the prevailing rate approved by the CGHS, Govt. of India.
- (ii) The Hospital shall raise the bill separately for In-patient treatment & OPD treatment to the employees of KVIC & their dependents strictly on the prevailing CGHS approve rate. And all such medical bills, required certificates and annexures shall be duly signed & stamped by the attending consultant in charge& the Medical Superintendent of the Hospital, wherever applicable.
- (iii) The Hospital shall mention the CGHS treatment Code No. against every items of the bill raised for in-patient medical treatment to the employees of KVIC& their dependents, ensuring maximum reimbursement of the claim to the employees by KVIC on later stage.
- (iv) The treatment bill shall be paid by the respective employee of the KVIC itself to the Hospital. Thereafter, KVIC will reimburse the same to the employees as per prevailing CGHS approve rate.
- (v) Hospital will extend IPD & OPD treatment to the employees of KVIC on prevailing CGHS approve rate, by verifying the Employee of KVIC from their I-Card/ dependent certificate for family members issued by the department.
- (vi) As soon as the employees of the KVIC or its dependent admitted in the hospital or planned to admit in the hospital for in-patient treatment, hospital shall provide estimate for such treatment as per prevailing CGHS approve rate, so that, 90% of the estimated amount could be released by KVIC to the Hospital, if the respective employee of KVIC opted for it. In case of advance released by KVIC to the Hospital, final settlement of bill will be done by the employee concerned before discharge from the hospital.
- (vii) **DURATION OF THE AGREEMENT:** This agreement will remain in force for a period of 3 (Three) years or till it is modified or revoked with mutual understanding of both the party or being de-recognition of the Hospital by KVIC on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the practices of the health care for the employees of KVIC & their dependents after following certain procedure of inquiry.

प्राचार/PRINCIPAL कंन्द्रीय ग्राम कुम्हारी संस्थान entral Village Pottery Institute

Page **4** of **10** 

Medical Director

KLES Dr. Prabhakar Kore Hospital &

Medical Research Centre,

- (viii) **TREATMENT IN EMERGENCY**: In emergency, the Hospital will not refuse admission of the employee of KVIC or their dependent family members. For advance in such situation, hospital will act as per clause 3(vi) above. KVIC will release the advance (90% of estimated expenditure) to the Hospital within 2 working days from the receipt of the request. The following ailments will be treated as emergency which is **illustrative in nature and not exhaustive**, depending on the condition of the patient:
  - (1) Acute Coronary Syndromes (Coronary Artery Bye Pass Graft/ Percutaneous, transluminal Coronary Angioplasty) including Myocardial Infraction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Temponade, Acute Left Ventricular Failure/ Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke Adam attack, Acute Aortic Dissection.
  - (2) Acute Limb Ischemia, Repture of Aneurism, Medical & Surgical Shock and peripheral circulatory failure.
  - (3) Cerebro-Vascular attack-Stroke, sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningial Infections, Convulsions, Acute Paralysis, Acute Visual loss.
  - (4) Acute Abdomen pain.
  - (5) Road Traffic Accidents/ with injuries including fall.
  - (6) Severe Hemorrhage due to any cause.
  - (7) Acute poisoning.
  - (8) Acute Renal Failure.
  - (9) Acute Abdomen Pain in female including acute Obstetrical and Gynecological emergencies.
  - (10) Electric Shock.
  - (11) Any other life threatening Condition.
- (ix) Hospital should collect all payments from the employees of KVIC or their dependents while discharging of the patient. KVIC will not responsible for any credit extended by Hospital to employees of KVIC, it will solely at the risk of the Hospital.
- (x) The Hospital should not supply inadmissible items such as toiletries, sanitary, cosmetics, telephone bills etc. to the patient or to the attendants. In case the concerned employee or their attendants insist for such supplies, the corresponding

प्राचार्य/PRINCIPAL कंन्द्रीय ग्राम कुम्हारी संस्थान Pentral Village Pottery Institute Medical Director

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre,

BELAGAVI 590 010.

chargesshall be settled directly with the employee concerned being inadmissible by raising separate bill.

- (xi) Prevailing CGHS / CS (MA) approved rates/ package rate, as amended from time to time, of the treatment/ procedure/ investigations shall automatically be applicable during the period of Agreement.
- (xii) The empaneled Hospital shall provide services/ treatment for which it has been empaneled by KVIC.
- (xiii) The Hospital agrees that any liability arising due to any default or negligence in providing medical services shall be borne exclusively by the empaneled Hospital.
- (xiv) The Hospital agrees that during the in-patient treatment of the employees of the KVIC and their dependents, the hospital will not ask the patient or his attendant to purchase separately the medicines/ sundries/ equipment or accessories from outside and will provide the treatment within the CGHS/ CS(MA) approved package rate. In case there is a situation that the hospital is not able to arrange a particular medicine was essential for life saving of the patient, which the patient was required to buy directly, then the hospital shall issue a certificate to this effect and shall be annexed to the in-patient medical treatment bill.
- In case of natural disaster/ epidemic, the empaneled hospital shall fully cooperate with the KVIC and will convey / reveal all the required information regarding KVIC's employee & their dependents.
- (xvi) The empaneled hospital will not refer the patient (KVIC's employee & their dependents) to other hospital, unless essential for saving the life of the patient, in such case a certificate with justification requires to be issued by the empanelment hospital.
- (xvii) Duties and Responsibilities of the Empaneled Hospital: It shall be the duty and responsibility of the Hospital, at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory/ mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws of the land.

प्राचार्य / PRINCIPAL` केन्द्रीय ग्राम कुम्हार्थ संस्थान Central Village Pottery Institute

खानाप्र/ KHANAPUR

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Medical Director

KLES Dr. Practical Kore Hospital &

Medical Director

Medical Director

KLES Dr. Practical Director

Medical Director

KLES Dr. Practical Medical Director

Medical Medical

THE AMANAGE TO THE

### (xviii) TERMINATION FOR DEFAULT:

- (1) The KVIC may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminating the Agreement in whole or part
  - a) If the Hospital fails to provide any or all the services for which it has been recognized/ empaneled within the period specified in the Agreement, or within any extension thereof if granted by KVIC pursuant to the Condition of Agreement. **OR**
  - b) If the Hospital fails to perform any other obligation(s) under the Agreement. **OR**
  - c) If the Hospital in the judgement of the KVIC has engaged in corrupt or fraudulent practices in competing for in executing the Agreement.
- (2) If the Hospital found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended by the KVIC without any notice period and thereafter may terminate the Agreement, after giving a show cause notice and its reply if any, received within 10 days of the receipt of show cause notice.
- (3) In case of violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of services, undertaking unnecessary procedures, prescribing unnecessary drugs/ tests, deficient or defective service, over billing and negligence in treatment, the KVIC shall have the right to de-recognize/ de-empanel the Hospital as the case may be.If the Hospital desires to come out from the agreement, the hospital will have to give 3 months' notice to KVIC.
- (4) Should the hospital get wound up, partnership is dissolved or taken up by some other hospital/ authority, the KVIC shall have the right toterminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives from the liabilities in respect of the services provided by the hospital during the period when Agreement was in force.

# (xix) **PROCESS**:

- (1) The employees of the KVIC or their dependent family members will visit the empanelment Hospital for OPD/ IPD treatment.
- (2) The Hospital, after verifying the credential of the employee of KVIC from I-Card/ dependent certificate issued by the KVIC, will immediately provide OPD/ IPD treatment to them on the rate/ package rate prescribed by the CGHS/ CS (MA) or payment basis.

Page **7** of **10** 

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, BELAGAVI 590 010.

- (3) The Hospital will extend the ward facility to KVIC's employee & their dependents as per eligibility of the employee, as fixed by the CGHS, CSMA or MoHFW from time to time. The total cost of the medical treatment over and above entitlements will be borne by the employee concerned.
- (4) Hospital will collect the payment of the bills fully from the patient at the time of discharge. If any credit is extended to the employees of the KVIC by the Hospital, it will on sole risk of the Hospital only. KVIC will not be responsible for the same.

# CONTENTS OF DISCHARGE SUMMARY FORMATS: (xx)

While finalizing the in-patient medical treatment bills, the discharge summary must contain the following (illustrative in nature but not exhaustive):

- (1) Patient's name.
- (2)Phone/ Mobile No.
- Detail of KVIC employees on which the patient is (3)(4)
- IPD No.
- (5)Admission No.
- (6)Treating Consultant/s name, Contact Department/ Specialty. No. &
- (7)Date of Admission with time.
- (8)Date of Discharge with time.
- (9)MLC No./ FIR No. (Where applicable)
- (10)Provisional Diagnosis at the time of admission. (11)
- Final Diagnosis at the time of Discharge.
- (12)ICD-10 Code (s) for Final Diagnosis (wherever applicable)
- Presenting Complaints with Duration and Reason for (13)Admission.
- (14)Summary of Presenting Illness.
- (15)Key findings, on physical examination at the time of admission.
- (16)History of alcoholism, tobacco or substance abuse, if (17)
- Significant Past Medical and Surgical History, if any. (18)
- Family History of significant/ relevant to diagnosis or treatment (19)
- Summary of key investigations during hospitalization. (20)
- Discussion on clinical course of the patient during the Hospital Stay. (21)
- Advice on Discharge.
- (22)Name & Signature of treating Consultant/ Authorized Team Doctor
- Name & Signature of Patient/ Attendant.

प्राचार्य/PRINCIPAL कंन्द्रीय ग्राम कुम्हारी संस्थान entral Village Pottery Institute KHANAPUR

Medical Director KLES Dr. Prabhakar Kore Hospital entre, BELAGAVI - 590 010.

## (xxi) KEY FEATURES IN DISCHARGE SUMMARY:

- (1) While finalizing the in-patient medical treatment bills, the discharge summary must contain the following.
- (2) The patient's name should be the official name as appearing in the I-Card and the attendant should be made aware that it cannot be changed subsequently, because in some cases the attendants give the nick names which are different from documented names. As a matter of abundant precaution, all personal information should be shown to the patient/ attendant and validated with their signature.
- (3) Wherever applicable, copy of the MLC/ FIR needs to be attached.
- (4) Significant past medical and surgical history be relevant to present ailment and should provide the summary of treatment previously taken, reports of relevant tests conducted during the period. If case history is not given by patient, it should be specified as to who provided the same.
- (5) Summary of key investigations should appear chronologically, consolidated for each type of investigation. If aninvestigation does not seem to be a logical requirement for the main disease/ line of treatment, the admitting consultant should justify the reason for carrying out such test/ investigation.
  - The course in the hospital should specify the line of treatment, medications administered operative procedure carried out and if any complications arise during course in the hospital, the same should be specified. If opinion from another doctor is obtained, reason for same should be mentioned and also who decided to take opinion i.e. whether the admitting and treating consultant wanted the opinion as additional expertise or the patient relatives wanted the opinion for their reassurance.
- Opischarge medication precautions, diet regime, follow-up consultation etc. should be specified. If patient suffers from any allergy, the same should be mentioned.

प्राचार्य/PRINCIPAL कंन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानाप्र/KHANAPUR

(6)

Medical Director
KLES Dr. Prabhakar Kore Hospital &
Medical Research Centre,
BELAGAVI - 590 010.

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CVPI, KVIC, KHANAPUR



BILLING / PAYMENT: Hospital will raise the bill for in-patient (xxii) treatment exactly as per the prevailing rate / package rate approved /prescribed by the CGHS/ CSMAto the Patient (KVIC's employees & their dependent family members). While raising the in-patient treatment bill, the Hospital will have to take care and ensure that none of the item of the billis inadmissible as per CGHS/ CSMA approved rate. Amount of the bill has to be paid fully by the employee concerned to the Hospital before discharge. Later, the employees of KVIC will get its reimbursement from KVIC.

ARBITRATION: In the event of any dispute arisingfrom present (xxiii) MoU, the sameshall be settled amicably by mutual discussion between the parties. Any unresolved dispute will be referred to an Arbitrator appointed with the consent of both the parties. The arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act. The venue of arbitration shall be at BELAGAVI . (jurisdiction will be changed appropriately when MoU are executed by field offices of KVIC, in this case place of arbitration will be the place where KVIC's field offices are situated.) The cost of arbitration shall be shared equally by both the parties.

The above Agreement has been signed, sealed and executed on 2023at BELAGAVE by the authorized authority of both the PARTY in presence of the following witnesses:

Signature:

Name:

Designation:

Seal:

Medical Director KLES Dr. Prabhakar Kore Hospital 8 Medical Research Centre.

BELAGAVI - 590 010.

For and on behalf of KLES DR PRABHAKAR KORE HOSPITAL & MRC, BELAGAVI

Signature:

Name: Vijendra Singh Designation: Principal

Seal: पाचार्य / PRINCIPAL

> केन्टीय ग्राम कम्हारी संस्थान Central Village Pottery Institute

For and of Behalf of CVPI, Khadi and Industries Village

Commission.

Witness (1)

Administrator - Finance & Accounts KLES Dr. Prabhakar Kore Hospital &

MRC - BELAGAVI .

Witness (2)

3.11. Deshpande Senior Executive (Adm & HR) CVPI, KVIC, KHANAPUR

STUTE PRINCIPAL क दीव ग्राम काशारी संस्थान Sentral Village Postery Institute 

# CENTRAL VILLAGE POTTERY INSTIT E,KHADI & V.I.COMMISSION, (Min.O) SME) KHANAPUR, Dist. Belagavi(KA)

# Details of Employees and their dependants Under CGHS Scheme

Sr. No.	Name of the employees	Relationship with Employee	Monthly Income	D.O.B	AADHAR NO	CONCTACT NO
1	Sri. M.Y.Kulkarni	Self	- / O/I - / -	23.12.1964	399990539441	8369132804
	Smt. Neeta M Kulkarni	Wife	No	30.05.1970	378245585625	n C 1-
14	Kum. Anannya M Kulkarni	Daughter	No	20.04.2007	832752101210	
2	Sri.Shesho Narayan Deshpande	SELF		22.07.1966	735339338222	9483413361
	Smt. Asha S.Deshpande	Wife	No old	1.1.1971	561088306924	Meas Sant
	Kum. Amruta S. Deshpande	Daughter	No	10.5.1997	378074045348	0,10
3	Sri. R.V.Sawant	SELF		20.7.1964	821929005114	9845619052
120V	Smt. Suman R. Sawant	Wife	No O/A	53 year	653309983046	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	Kum. Vishal R. Sawant	Son	No	30	460608109558	

	، Kum.Kalaprasad R. Sawant	Sc-	No		423538683833	
	Smt. Kamal V. Sawant	Mother	No	70 year	650748869282	
4	Sri. V.G.Kumbhar	SELF	-	1.4.1970	951936630658	9741262702
	Smt. Vijaya V. kumbhar	Wife	No	20.07.1979	886753592929	
	Kum Vrushubh V. Kumbhar	Son	No	30.07.1999	531113745512	
	Kumari. Saniya V. Kumbhar	Daughter	No	30.04.2004	475420390163	
5	Sri.K.L.Chougule	SELF	-	18.6.1965	800264629105	9448346854
	Smt. Asha K. Chougule	Wife	No	12.6.1968	853660145251	
	Sushanth K. Chougule	Son	No	3.3.1992	901312756117	
	Snehal K.Chougule	Daughter	No	23.2.1998	330098787849	
6	Sri. Mahesh .B.Rachannavar	SELF	-	22.07.1984	258666847765	8904234703
	Smt. Shraddha M.Rachannavar	Wife	No	03.07.1988	893022121654	

Ç.

1

-	Kum. Sanvi M.Rachannavar	Dau	No	13. 2018	649384397250	
	Smt. Mahadevi B. Rachannavar	Mother	No	1953(70 yrs)	673515193037	

प्राचार्य LPRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानापूर/ KHANAPUR

		Kum Sanyi M Peshaunayar
	017	
6/u51549303X		

पानार्ग / PRINCIPAL े केन्द्रीय प्राप कुम्हारी संस्थाप Central Village Pottery Institute खानापूर/ KHANAPUR

1. Name of the Empployee : Sri. V.G.Kumbhar 2.Designation : Executive (VI)

3.Office Address : Central Village Pottery Institute,

Khadi & V.I.Commission, KHANAPUR-591302 Dist: Belgavi (Kar.).

4.Residential Address : Sri. V.G.Kumbhar,

5.Details of Dependent Family Member(s):

S	Name	Relation	Mont	D.O.B.	Adhar	Passpo
r. N		ship with	hly Inco		No.	rt size
0.		Employ ee	me			
1.	Sri. V.G.Kumbhar	SELF		1.4.1970	9519366 30658	
2.	Smt. Vijaya	Wife	No	45 year	8867535 92929	
3.	Kum Vrushubh	Son		24	5311137 45512	S 1
4	Kum <mark>ari. Saniya</mark>	Daughte r		19	4754203 90163	

## DECLARATION/CERTIFICATE

I do hereby declare that:

- (1) My Father/mother/parent namely\_\_\_\_\_\_is/are wholly/mainly dependent on me and thath/she/they normally reside with me at\_\_\_\_\_. The total monthly income of parent does not exceed Rs.9000/-.
- (2) My son/daughter aged years is unemployed and wholly depedent onme.
- My wife wife is employed in No (House wife). She has undertaken not to avail the medical facilities provided by the said organization and certificate/joint declaration to that effect hrough his/her employer is attached.

Place : Belgavi Date : 5.9.2023 (Signature of the Employee)

प्राचार PRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानापूर/ KHANAPUR

1. Name of the Empployee : Sri. K.L.Chougule

2.Designation : MTS (VI)

: Central Village Pottery Institute, 3.Office Address

> Khadi & V.I.Commission, KHANAPUR-591302

Dist: Belgavi (Kar.). : Sri. K.L.Chougule, 4.Residential Address

5 Details of Dependent Family Member(s)

S	Name	Relation	Mont	D.O.B.	Adhar	Passpo
r.		ship	hly		No.	rt size
N		with	Inco			photo
0.		Employ ee	me			
1.	Sri.K.L.Chogule	SELF		18.6.196 5	8002646 29105	
2.	Smt. Asha K. Chougule	Wife	No	12.6.196 8	8536601 45251	
3.	Sushanth K. Chougule	Son	No	3.3.1992	9013127 56117	
4	Snehal K.Chougule	Daughte r	No	23.2.199 8	3300987 87849	

## DECLARATION/CERTIFICATE

I do hereby declare that:

Father/mother/parent namely\_\_ (1) My wholly/mainly dependent on me and thath/she/they normally \_\_\_\_\_. The total monthly income of reside with me at parent does not exceed Rs.9000/-.

aged years is unemployed and wholly My son/daughter (2)depedent onme.

My wife wife is employed in No (House wife). She has undertaken (3)not to avail the medical facilities provided by the said organization and certificate/joint declaration to that effect hrough his/her employer is attached.

(Signature of the Employee) Date: 5.9.2023 Place: Belgavi

> प्राचार्य / PRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानापूर/ KHANAPUR

1. Name of the Empployee : Sri. Manoj Y. Kulkarni 2.Designation : Senior Executive (FBAA)

3.Office Address : Central Village Pottery Institute,

Khadi & V.I.Commission, KHANAPUR-591302 Dist: Belgavi (Kar.).

4.Residential Address

5 Details of Dependent Family Member(s).

S r. N o.	Name	Relation ship with Employ ee	Mont hly Inco me	D.O.B.	Adhar No.	Passpo rt size photo
1.	Sri. M.Y.Kulkarni	SELF		23.12.1964	3999905 39441	
2.	Smt. Neeta M Kulkarni	Wife	No	30.05.1970	3782455 85625	
3.	Kum. Anannya M Kulkarni	Daughte r	No	20.04.2007	8327521 01210	

## DECLARATION/CERTIFICATE

I do hereby declare that:

Father/mother/parent (1) My namely\_ wholly/mainly dependent on me and thath/she/they normally reside with me at\_\_\_\_\_. The total monthly income of parent does not exceed Rs.9000/-.

My son/daughter aged 16 years is unemployed and wholly (2)

depedent onme.

My wife wife is unemployed (House wife). She has undertaken (3) not to avail the medical facilities provided by the said organization and certificate/joint declaration to that effect hrough his/her employer is attached.

(Signature of the Employee) Date: 5.9.2023 Place: Belgavi

> केन्द्रीय ग्राम कुम्हारी संस्थान Central VIIIage Pottery Institute खानापूर / KHANAPUR

कानार्ग / PRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानापूर / KHANAPUR

1. Name of the Empployee : Sri. Shesho Narayan Deshpande 2.Designation : Senior Executive (Adm.&HR)

3.Office Address : Central Village Pottery Institute,

Khadi & V.I.Commission, KHANAPUR-591302 Dist: Belgavi (Kar.).

4.Residential Address : Sri. S.N.Deshpande,

Amruta apartment, 190, Savarakar Road,

Tilakwadi, BELGAVI-590006 (Kar.).

5.Details of Dependent Family Member(s):

S r. N o.	Name	Relation ship with Employ ee	Mont hly Inco me	D.O.B.	Adhar No.	Passpo rt size photo
1.	Sri.Shesho Narayan Deshpande	SELF		22.07.19 66	7353393 38222	
2.	Smt. Asha S.Deshpande	Wife	No	1.1.1971	5610883 06924	
3.	Kum. Amruta S. Deshpande	Daughte r	No	10.5.199 7	3780740 45348	

## DECLARATION/CERTIFICATE

I do hereby declare that:

My Father/mother/parent namely\_\_\_\_\_\_\_is/are wholly/mainly dependent on me and thath/she/they normally reside with me at\_\_\_\_\_\_. The total monthly income of parent does not exceed Rs.9000/-.

(2) My son/daughter Amruta S. Deshpande aged 26 years is

unemployed and wholly depedent onme.

(3) My wife wife is employed in No (House wife). She has undertaken not to avail the medical facilities provided by the said organization and certificate/joint declaration to that effect hrough his/her employer is attached.

Place: Belgavi Date: 5.9.2023 (Signature of the Employee)

प्राचार्य / PRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानापूर / KHANAPUR

Afor Confact -8hesho Doshpande=9483413361

1. Name of the Empployee : Sri. M.B.Rachannavar

2.Designation : MTS (Adm.&HR)

3.Office Address : Central Village Pottery Institute,

Khadi & V.I.Commission, KHANAPUR-591302 Dist: Belgavi (Kar.).

4.Residential Address : Sri. M.B.Rachannavar,

5.Details of Dependent Family Member(s):

S S r. N o.	Name	ependent Fa	Relation ship with Employ	Mont hly Inco me	D.O.B.	Adhar No.	Passpo rt size photo
1.	Sri.	hannavar	SELF	-	4	258666 847765	
2.	Smt.	Shradha annavar	Wife	<i>~</i>	03-07-1988	-	
3.	Kum.	Sanvi annavar	Daughte r	-	13/04/2018	0	
4	Smt. Ma	ahadevi	Mother	-	1953	6735151 93037	

DECLARATION/CERTIFICATE

I do hereby declare that:

(1) My Father/mother/parent namely\_\_\_\_\_\_is/are wholly/mainly dependent on me and thath/she/they normally reside with me at\_\_\_\_\_. The total monthly income of parent does not exceed Rs.9000/-.

(2) My son/daughter aged years is unemployed and wholly depedent onme.

My wife wife is employed in No (House wife). She has undertaken not to avail the medical facilities provided by the said organization and certificate/joint declaration to that effect hrough his/her employer is attached.

Place: Belgavi Date: 5.9.2023 (Signature of the Employee)

प्राचार्य / PRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानापूर / KHANAPUR

1. Name of the Empployee : Sri. M.B.Rachannavar 2.Designation : MTS (Adm.&HR)

3.Office Address : Central Village Pottery Institute,

Khadi & V.I.Commission, KHANAPUR-591302 Dist: Belgavi (Kar.).

4.Residential Address : Sri. M.B.Rachannavar,

5. Details of Dependent Family Member(s):

S	Name	Relation		D.O.B.	Adhar	Passpo
r.		ship	hly	/	No.	rt size
N		with	Inco			photo
0.		Employ	me /			
		e	/			
1.	Sri.	SELF	/	22.7.198		THE VIEW
	M.B.Rachannavar		/	4		
2.	Smt. Shradha	Wife				
	M.Rachannavar	1				
3.	Kum. Sanvi	Daughte				
	M.Rachannavar	r				

### DECLARATION/CERTIFICATE

I do hereby declare that:

(1) My Father/mother/parent namely\_\_\_\_\_is/are wholly/mainly dependent on me and thath/she/they normally reside with me at\_\_\_\_\_. The total monthly income of parent does not exceed Rs.9000/-.

(2) My son/daughter aged years is unemployed and wholly

depedent onme.

(3) My wife wife is employed in No (House wife). She has undertaken not to avail the medical facilities provided by the said organization and certificate/joint declaration to that effect hrough his/her employer is attached.

Place : Belgavi Date : 5.9.2023 (Signature of the Employee)

पानार्थ / PRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute पानापूर/ KHANAPUR

# DECELARATION/CERTIFICATE OF DEPENDENT FAMILY MEMBER (IN TRIPLICATE)

1. Name of the Empployee : Sri. Ramchandra V. Sawant

2.Designation : Executive (VI)

3.Office Address : Central Village Pottery Institute,

Khadi & V.I.Commission, KHANAPUR-591302 Dist: Belgavi (Kar.).

4.Residential Address : Sri. R.V.Sawant, At & post Ramgurwadi, Tal-

Khanapur, Dist-Belgaum

5.Details of Dependent Family Member(s):

S	Name	Relation	Mont	D.O.B.	Adhar	Passpo
r. N		ship with	hly Inco		No.	rt size photo
0.		Employ	me			
1.	Sri. R.V.Sawant	SELF		20.7.196	8219290 05114	
2.	Smt. S <mark>u</mark> man	Wife	No	53 year	6533099 83046	
3.	Kum. Vishal	Son		30	4606081 09558	
4.	Kum.KalaPrasad	Son	*	23	4235386 83833	
5	Smt. Kamal	Mother		70	6507488 69282	

## DECLARATION/CERTIFICATE

I do hereby declare that:

- (1) My Father/mother/parent namely\_\_\_\_\_\_is/are wholly/mainly dependent on me and thath/she/they normally reside with me at\_\_\_\_\_. The total monthly income of parent does not exceed Rs.9000/-.
- (2) My son/daughter aged years is unemployed and wholly depedent onme.
- (3) My wife wife is employed in No (House wife). She has undertaken not to avail the medical facilities provided by the said organization and certificate/joint declaration to that effect hrough his/her employer is attached.

Place: Belgavi Date: 5.9.2023 (Signature of the Employee)

प्राचार्य / PRINCIPAL केन्द्रीय ग्राम कुम्हारी संस्थान Central Village Pottery Institute खानापुर / KHANAPUR



ಕೆ. ಎಲ್. ಇ. ಸಂಸ್ಥೆಯ ಡಾ. ಪ್ರಭಾಕರ ಕೋರೆ ಆಸ್ಪತ್ರೆ ಮತ್ತು ವೈದ್ಯಕೀಯ ಸಂಶೋಧನಾ ಕೇಂದ್ರ

ನೆಹರುನಗರ, ಬೆಳಗಾವಿ-590 010 ಕರ್ನಾಟಕ, ಇಂಡಿಯಾ

MEDICAL RESEARCH CENTRE NEHRUNAGAR, BELGAUM 590 010 KARNATAKA-INDIA

KLES/P.K. Hosp/ CCell/2013-14/

Phone : 0831-2473777 (16 lines)

Fax : 0831-2470732

E-Mail: medicaldirector@klehospital.org

Website: www.klehospital.org

Date: 07/08/2013

To,
Medi Assist Healthcare Service Pvt. Ltd.
No. 45/A, 4<sup>th</sup> Floor, 'B' Block Green Arch Building
1<sup>st</sup> Main, Sarakki Industrial Layout,
J.P.Nagar 3<sup>rd</sup> Phase
Bangalore — 560078.
Ph: 080 26584814.

Sub: Deed of Agreement.

Sir,

As per the above reference copy of signed agreement is forwarded to you. Please find the agreement signed by our **Medical Director and CE**.

Please acknowledge the same.

Thanking you

Administrator F & A



# **MEMORANDUM OF UNDERSTANDING**

Hospital	Name:	
City:		
State:		
HID :		

# MEDI ASSIST HEALTHCARE SERVICES PVT. LTD.

No. 45/A, 4th Floor, 'B' Block Green Arch Building, 1st Main, Sarakki Industrial Layout, J. P. Nagar 3rd phase, Bangalore - 560 078

# **TABLE OF CONTENTS**

- 1 Memorandum of understanding
- 2 Pre Authorization Letter
- 3 Format of check list
- 4 Provider guidelines for hospitalization
- 5 Request for cashless Hospitalization



### FACILITY AND PROVIDER PARTICIPTION AGREEMENT

This Facility and Provider Participation Agreement ("Agreement") is made at  $\mathcal{D}_{\mathcal{A}}$  (acress on this

Aug ust, 2013 ("Effective Date") by and between Medi Assist Healthcare Services Private Limited
("hereinafter referred as MAHS") having its registered office at #45/A, 4th Floor, 'B' Block, Green Arch Building, 1st Main
Sarakki Industrial Layout, J. P Nagar, 3rdPhase, Bangalore - 560078, Karnataka, India and its affiliates, and
KLE's Br. Prabhakar Kose Hospital & MRC ("hereinafter referred as Facility") having its office at
Nehre Nagae Belgaun - 10, kaenataka.
WHEREAS MAHS administers health plans for its customers("Customers") with respect to various medically necessar

procedures, items and related healthcare services that are covered benefits described in its customers health plans (individually and collectively the "covered services").

MAHS acts as an agent for various organizations (hereinafter referred to as 'principal/'s) MAHS is required to arrange and manage certain healthcare services for the beneficiaries (herein after referred to as 'Members') communicated to MAHS by the principals.

MAHS on behalf of the principles has also entered into business arrangements with several Hospitals, diagnostic centers and wellness centers for providing certain identified healthcare services to the members (the preferred provider network).

WHEREAS to facilitate such activities, MAHS contracts with physicians, facilities and other health care providers on behalf of its customers, regards direct billing, discounts and other related services; and WHEREAS, MAHS acts for and on behalf of its customers in its capacity as an agent in processing claims for covered services.

WHEREAS, MAHS and facility desire to enter into this agreement pursuant to the terms and conditions set forth herein;

### NOW, THEREFORE, in consideration of the mutual promises herein, the party agrees as follows:

### A. Services

- 1. MAHS will make available to customer's covered members, including their eligible dependents for covered services (Participants"), information about the facility, including information about its specialties and services, to the extent and through such means MAHS determines (e.g. inclusion in provider directories).
- This Agreement is not limited to any customer's specific benefit plan, arrangement, policy or contract and MAHS may allow any customer to access Facility's services under the terms herein.

### B. Operational Protocols

1. Identification

Facility agrees to seek prior authorization from MAHS for any services expected to be extended to its members.

2. Facility will forward pre authorization requests ("Requests") to MAHS, Requests must be in a format approved by MAHS, including such information as MAHS may reasonably require. Requests must be received by MAHS no later than 4.00 PM daily. Requests received after 4:00 PM will be processed on next business day. Requests for planned hospitalizations (Eg. Surgeries etc) must be received by MAHS no later than 48 hours prior to admission of the participant. Facility will not require deposit from participants for emergency admissions (eg cases of accident, trauma, etc.) In such cases, Facility must submit Requests within 24 hours of participant's Medical Director & Chief Executive.

KLES Dr. Admission Kore Hospital & Medical Research Centre, BELGAUM.

1

- 3. Upon receipt of request MAHS will review and may (assuming the services in question are covered services) issue a "letter of credit" or 'Guarantee of payment' ("LOC"). LOC's issued hereunder are valid only for 10days from the date of issuance. After expiry of an LOC, Facility must submit a fresh request.
- 4. 

  Discharge forms must be received by MAHS before 2:00PM. Discharge forms received after 2:00PM will be processed on the next day.
- 5. Facility must provide MAHS with details regarding Facility's address, contact phone numbers etc. Any changes in said details shall be notified in writing to MAHS within 7 days of the change.
- 6. Facility must provide MAHS details pertaining to changes in facility's Tariffs at least 30 days in advance prior to the effective date of the change. Such change in Tariffs shall be effective under this agreement only after discussion and approval by MAHS.

### C. Compensation and Billing

MAHS shall pay Facility, on behalf of participants and customers, for covered services at a discounted rate of O'/- of Facility's usual and customary charges for such services, minus applicable copayments, or deductibles, which facility shall collect, if applicable from the participant as stated above. MAHS will provide payment within 30 business days of receipt of an invoice accompanied by sufficient supporting documentation. The discount percentage resulting from the percentage of the Facility 'usual and customary charges stated above (the "discount") will be reflected in the following manner (a) Discount will be shown on the invoice as gross charges less discount, less payment by participant equals net due amount; or (b) fees indicated on the invoice will already be net of the discount Or the payment shall be as per agreed packages as agreed upon mutually.

### 2. Invoices.

- a. Facility agrees to invoice customer for covered services that are rendered to a participant, and for which the participant is primarily liable. However, Facility may bill participant for applicable copayments or deductibles and for services that are not covered services. The Invoices shall be provided in the name of the customer and directed to MAHS for processing under this agreement.
- b. All such invoices will be submitted to MAHS and include sufficient supporting documentation, including statement of account, name of patient, type of treatment, patient plan, PAN Number, Account Number, Name of the bank and such other information as is reasonably required by MAHS.
- 3. Facility will submit all relevant documents (including but not limited to claim forms, invoices, bills, investigation reports, indoor case papers, supporting documents etc.) as requested by MAHS, within (7) days of the date those services were rendered. Facility acknowledges that failure to provide documentation that is (i) incomplete, and (ii) and delayed beyond 7 days, may result in payment delays and / or denial of payment by MAHS.
- 4. Facility will provide MAHS with such details (including supporting documents) as MAHS may request from time to time for further investigation. For claims subject to such further investigations, MAHS will provide payment within (30) working days of receipt of an invoice accompanied by documentation.
- 5. If MAHS finds any claim to be fraudulent or if facts, figures or details of the claims have been Misrepresented or tampered with, MAHS has the right to reject such claim and MAHS will not be liable to pay such claim. In case of rejection of claim by the customer due to errors, fraud or misrepresentation by Facility, MAHS will not be liable to make payment on such claim and Facility can invoice this to the participant.

### D. Books and Records

The parties agree to cooperate with each other to exchange information necessary to conduct their business operations, including with respect to implementing and performing under this agreement.

### E. Representations

Facility represents that Facility and all physicians and health personnel associated with facility have obtained any and all valid licenses, certifications or permits required by law for facility to provide the covered services and that the execution of this agreement is not prohibited by any other agreement or arrangement that facility is associated with. Facility further represents and warrants that facility will provide the covered services in accordance with applicable laws and that the information provided to MAHS hereunder is true and correct throughout the term of this agreement.

### F. Independent Contractor Relationship

Nothing contained in this agreement is intended to create nor will it be construed to create, a relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this agreement. MAHS is an agent for each of its customers on behalf of whom it engages the Facility.

### G. Insurance and Liability

Facility will maintain at facility expense, adequate general and professional liability coverage in accordance with industry standards. Facility agrees to indemnify MAHS and its customers for any and all actions related to facility's provision of medical care, negligence, fraud, medical malpractice, omissions, or failure to perform.

MAHS's obligation under this Agreement is limited to that of a facilitator, MAHS will not be in any way responsible for any disputes that occur between any third party for deficiency of services or for any reason related to Facility.

### H. Indemnity

The Facility agrees that it shall at all times comply with the provisions of law in carrying out its obligations under the Agreement. The Facility shall indemnify and hold MAHS, its directors, employees, officers, associates indemnified and keep harmless for any demand, loss, penalty, levy, fines, charges, damages, expenses, claim etc that may be imposed on MAHS including but not limited to any acts of omission/commission or due to negligence of the Facility, violation of law, byelaw, rules-regulation, notification and or for any third party claims for actions of the Facility against MAHS.

### I. Confidentiality

Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

For the purposes of this Clause, the expression "Confidential Information" shall mean and include either in written/oral/electronic form, all data, documents, materials, memoranda, copies, reports, web reports, papers, medical information, medical data, surveys, electronic and non-electronic data, graphs, charts, analyses, summaries, trade secrets, business methods, business processes, business techniques, marketing plans, business plans, compensation, benefits, fees and all other information related to either Party and its affiliates, associated companies and subsidiaries.

### J. Assignment:

Neither party may assign this agreement, or any rights or obligations under this agreement to anyone without the other party's written consent: provided however, that MAHS may assign this agreement, including all of its rights and obligations to its affiliates or to an entity controlling, controlled by, or under common control with MAHS, or to purchaser of its assets, regardless of the form of the transaction, without prior written notification to Facility.

### K. Termination

Either party may terminate this agreement at any time with or without cause upon (90) days prior written notice.

### L. Arbitration

All disputes and differences between the Parties hereto regarding the interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents shall be resolved in accordance with and subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any other statutory re-enactment or modification thereto for the time being in force. The Parties shall appoint one arbitrator each who shall in turn jointly appoint the third arbitrator. The Venue of such Arbitration shall be Bangalore. Subject to Arbitration, the Courts at Bangalore shall have jurisdiction to entertain and try all actions suits and proceedings arising out to these presents.

### M. Miscellaneous

Neither party shall use the others parties name, trademarks, service marks or other intellectual property without the written permission of the other party, except that MAHS may include descriptive information relating to facility in its standard marketing materials.

MAHS may use its affiliates, or other subcontractors, to perform services under this agreement. This agreement contains all the terms and conditions agreed to by the parties and supersede all other agreements, express or implied, regarding the subject matter.

### N. AMENDMENTS OR MODIFICATIONS

Any of the above mentioned terms and conditions might be altered, amended or modified added to or deleted by the mutual consent of both the Parties any time and reduced to writing and the same shall come into effect upon the acknowledgement and acceptance by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the effective date:

For Medi Assist Healthcare Services Private Limited	Facility
Authorised Signatory	Authorized Signatory
Name: Mr. SUBASIS MAHAPATRA  Designation: Head - Medi Assist Healthcare Services Pvt. Ltd.	Name: Designation:
Sign & Seal:	Sign Medical Director & Chief Executive KLES Dr. Prabbakar Kore Hospital & Medical Research Centre, BELGAUM.

Annexure 1: Format of Authorization Letter

Annexure 2: Hospitals Standard prevailing rates and charges and

discounts - as may be decided and agreed mutually

and separately signed between MAHS and facility from

time to time.

Annexure 3: Check List

Annexure 4: Request form for Cashless Hospitalization.



Annexure - i

Name of the Contact Person at the Hospital: Name of the Hospital: Address of the Hospital: Fax No. of the Hospital:	Date: / /
irs, Please extend Cashless Facility to the following p	patient as per details below.
MAHS ID	
Reason For Hospitalization	
Medical Consultant	Dr.
Estimated Cost Of Treatment	Rs.
Guaranteed Amount	Rs.
Letter in installments as and when required.  MAHS is not liable to make any payments in exces  Non Admissible Expenses incurred at the hospital to Diagnosis / Ailment, Food & Beverages, Attend patient at the time of discharge.  Authorization invalid if admitted later than/	In point #6 above, please send us a second request for the balance st instance we may take a decision to release the Authorization sof authorized amount as per #6  like T.V., Telephone, Fax, Video Cassettes, Medicines not related ant's Expenses, Transportation etc. should be collected from the
	Name of the Contact Person at the Hospital: Name of the Hospital: Address of the Hospital: Fax No. of the Hospital: irs, Please extend Cashless Facility to the following possible Client Name of Patient Name Of Employee MAHS ID Reason For Hospitalization Medical Consultant Estimated Cost Of Treatment Guaranteed Amount  CONDITIONS, IF ANY: If the hospital bill is likely to exceed the amount is amount. If the amount required is high in the first Letter in installments as and when required.  MAHS is not liable to make any payments in excess Non Admissible Expenses incurred at the hospital to Diagnosis / Ailment, Food & Beverages, Attending patient at the time of discharge.  Authorization invalid if admitted later than/ MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital MAHS will not be liable for payment to the hospital manufactured in the manufactured will not be liable for payment to the hospital manufactured will not be liable for payment to the hospital manufactured will not be liable for payment to the hospital manufactured will not be liable for payment to the hospital manufactured will not be liable for payment to the hospital manufactured will not be liable for payment to the hospital manufactured will not be liable for payment will not be liable for payment will not be liable for payme

# **Authorized Signatory**

Claim Form signed by patient

Detailed Original Discharge Summary

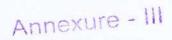
Medicine Bills with supporting prescriptions

All Investigation Reports with supporting requisition

MEDI ASSIST HEALTHCARE SERVICES PVT. LTD. No. 45/A, 4th Floor, 'B' Block Green Arch Building, 1st Main, Sarakki Industrial Layout, J. P. Nagar3rd phase, Bangalore - 560 078.

Final Hospital bill giving break up of all items charged countersigned by the employee





### Format of Check List

- 1. Original Request Form of Cashless Hospitalizations duly signed by the Employee or Beneficiary
- 2. Copy of Authorization Letter
- Hospitalization Bill's Countersigned by the Approved MAHS Member with Deduction of all Non Medical Charges and charges for services / items specified.
- 4. Original Discharge Summary to be countersigned by the patient.
- 5. All Investigations reports relevant to the Ailment / Treatment and supportive to the bill's.
- 6. Feed Back form (Service Tracker) filled by HOSPITAL.

Postal	Address / Courier:	Medi Assist Healthcare Services Pvt. Ltd.	
	وحرار الحراسك	#45/A, 4th Floor, 'B' Block, Green Arch Building,	
		Ist Main Road, Sarakki Industrial Layout,	
		J. P. Nagar 3rd Phase Bangalore - 560 078.	
		Phone: 080 - 26584814	
		E-mail: hospitalinfo@mahs.in	8



# PROVIDER GUIDELINES FOR CASHLESS HOSPITALIZATION

### Planned Admissions:

- All preauthorization requests for planned admissions should be sent to Medi Assit Healthcare Services Pvt. Ltd. a minimum of 72 hours before the planned date and time of admission. Please disseminate this information actively throughout the hospital to all Consultants, Admissions & Billing personnel and any others who may be involved in handling these patients at the inpatient and outpatient departments.
- Please confirm the receipt of preauthorization requests with the MAHS call centre especially in case of requests being sent by Fax. MAHS shall not be responsible for processing of cases wherein the preauthorization request has not reached MAHS at all.
- Please do not allow planned admission of MAHS cardholders without a preauthorization from MAHS. MAHS shall not be responsible for such cases.
- In case of planned / non-emergency hospitalization, MAHS is not liable to preauthorize if the request is sent after admission/just before discharge of the patient for whatever reason.

## **Emergency Admissions:**

- Emergency admissions can be made on production of the MAHS ID card or the employee ID / 'E' card in case of Corporates.
- However mere possession of the card or mere employment with a particular corporate does not guarantee coverage for the hospitalization.

MAHS can deny cashless facility / coverage for such emergency admissions in the following cases:

- Ailment for which patient is hospitalised is not covered under employee benefits terms and conditions
- Information supplied by the hospital is insufficient to provide cashless facility
- Employee has not registered his dependents to be covered under the benefits
- Employee is no longer employed with that Corporate and hence forfeits all healthcare benefits offered by the Corporate the above are only indicative and not exhaustive
- In case the patient is not carrying the MAHS ID card, please take a photocopy of the employee ID / 'E' card.
- In case the employee himself / herself is planning hospitalization / is hospitalized, photocopy of the ID card should be attached to the preauthorization form during submission of the claim. For the purposes of preauthorization, the employee ID and Corporate name should be mentioned on the preauthorization request.
- In case a dependent of the employee is planning hospitalization / is hospitalized, the Photocopy of the employee ID card should have the following details on it:
  - Name of the Patient 0
  - Relationship to the employee 0
  - Date of Birth 0
  - Signature of the patient / employee
- Baby expenses should be collected from the patient unless otherwise specifically started that baby expenses are covered in the preauthorization. Any sub limits in baby expenses will also be mentioned in the preauthorization and need to be adhered to strictly.

## Other Important Points:

Signature of the client / patient on the final bill is mandatory. MAHS will not be in a position to process the claim in the absence of the signature

Any change in date of admission, diagnosis or treatment plan should be informed to MAHS immediately and approval taken for the same. MAHS will not be liable to settle claims where there is an unjustifiable difference in the diagnosis between Preauthorization request and the discharge summary.



Annexure - IV

# MEDI ASSIST HEALTHCARE SERVICES PVT. LTD.

Treating Doctor's Name & Signature	Hospital	Seal			Hospital ID Number		Name & Si Patient/ In:	gnature of the sured
								63
vve confirm naving read, understood	and agree	eu lo	ule Decial	auor	is on the reverse of th			
Total estimated ex We confirm having read, understood	penses	od to	the Doolo	ration	s on the reverse of th	is form		
(2) Second Surgery:					k) Any other relevant in		า:	
If Package charges: (1) Primary Surgery:			-		j) Whether the Defect is Congenital Internal/ External?		al/External	
					i) Any HIV/ STD related	ailment		Yes/ No
ix) Other Charges (Please Specify):					g) Any other h) Any history of Alcoho	l abuse		Yes/ No
viii) OT Charges			1		f) Cancer			
vii) Implants/ Stents & High Value Consur	nables				e) Osteo Arthritis			
vi) Medicine & Consumables Excluding In	nplants/ St	ets			d) Br. Asthma/ COPD			
iv) Investigation/ Diagnostic Charges v) Surgeon/ Assistant/ Anaesthetist/ Cons	ultant Cha	nes		- I	c) Heart Disease			
iii) Patient's Diet Charges			1		a) Diabetes b) Hypertension	-		
ii) Nursing Charges (Per day)					Ailment	Yes/ No	Duratio	on - dd/ mm/ yy
i) Room Rent (Per day)					20. Past History of any			
18 (e) Details of Hospitalisation Expens	ses		Amoun	t	19. History of Smoking	if any		
18 (c) Expected No. of days of Hospital st					Hospitalisation? 18 (d) Class of Accomm	nodation		•
18 (a) Probable Date & Time of Admission	1				18 (b) Is this Planned of	or Emerg	ency Pla	nned/Emergend
17. In case of Maternity: (a) GP _	L	A			17 (b) LMP			
16 (h) FIR / MLC Attached		Пγ	/ 🗆 N		16 (i) If no MLC done - reason thereof			
16 (f) Was it under influence of Drugs		Пγ	/ 🗆 N		16 (g) Date of Injury			
16 (d) Was it under influence of Alcohol		ПΥ	/ 🗆 N		16 (e) Breath Analyser Report attached		tached	
16 (b) Was it intentional self injury? Attempted Suicide?		ПΥ	/ □ N		16 (c) Is it Road Traffic Accident?			
16 (a) How did injury occur?								
15. ICD 10 PCS Code 16. In case of 'Injury':	T							
14 (e) For any other treatment, please fur	nish det <b>ä</b> s				\ \dagger_{\text{def}}			
14 (b) If 'Surgical' name the Surgery to be 14 (c) If <b>Chemotherapy</b> – which cycle?	conductd	and i	ts details	14	(d) If Radiotherapy -	now many	/ fractions?	
14 (a) If 'Investigation' &/or 'Medical Mana detailed line of treatment with route of dru	g administ	ration	l					
14.Proposed line of treatment:   Invest				are	☐ Medical Manageme	ent L	J Surgical	Management
13.Provisional Diagnosis							1	
12. Relevant clinical findings				11				
<ul><li>10. Duration of the present ailment</li><li>11. Earlier history of the present ailment if</li></ul>	anv							
complaints								
Nature of ILLNESS / Disease with present the pres	enting	0 (0	/					
8 (a) Name of treating Doctor: Mobile 8 (b) Doctor's Qualification	e No.	8 (c	) Dr. Reg. N	No.				
	- And And And And And Andrews - Address	3Y TI	HE TREAT	ING	DOCTOR / HOSPITA	L		
. Give Details								
7. Any other Cancer/Medical/Health In	l l l	ote			7.1			
Contact Number: 4. ID No:	1 1 1	1 [	5. Policy N	o / Co			nployee ID:	
1. Name of Patient :	10 Be I	rilled	By the E	mpic	2. Age	2 80	ex : 🗆 M /	□ <b>F</b>
To be filled in bloc	k letters i	n bla	ck ink only	/ Rea	ase fill all the Column	s Compl	etely	
REQ	UEST F	OR (	CASHLES	SS H	OSPITALISATION			
LOCATION:		-						
HOSPITAL NAME:								

# HOSPITAL DECLARATION

- We have no objection to any authorized MAHS official verifying documents pertaining to hospitalization. 1.
- All valid original documents duly countersigned by the employee / patient as per the checklist below will be 2, sent to MAHS within 7 days of the patient's discharge.
- All non -medical expenses and expenses not relevant to hospitalization or illness those are not payable by MAHS 3. will be collected from the patient.
- WE AGREE THAT MAHS WILL NOT BE LIABLE TO MAKE THE PAYMENT IN THE EVENT OF ANY DISCREPANCY BETWEEN THE FACTS IN THIS FORM AND DISCHARGE SUMMARY
- The patient declaration has been signed by the patient or by his representative in our presence. 5.
- We agree to provide clarifications for the queries raised regarding this hospitalization and we take the sole 6. responsibility for any delay in offering clarifications.
- We will abide by the terms and conditions agreed in the MOU. 7.

		8.50
Hosp	ital	Seal
HOSP	la	Seal

Doctor's Signature

# DECLARATION BY THE PATIENT / REPRESENTATIVE

- I agree to allow the hospital to submit all original documents pertaining to hospitalization to the MAHS after the discharge. I agree to sign on the Final Bill & the Discharge Summary, before my discharge.
- Payment to hospital is governed by the terms and conditions of the policy. In case MAHS is not liable to settle the hospital bill, I take complete responsibility to settle the bill.
- All non.medical expenses and expenses not relevant to current hospitalization and the amounts over & above the limit authorized by MAHS will be paid by me. In case any clarification is needed on admissibility of a particular item I shall contact MAHS.
- I hereby declare to abide by the rules and regulations of the employee benefilts and if at any time the facts disclosed by me are found to be false or incorrect I forfeit my claim and agree to indemnify MAHS 4.
- I agree and understand that MAHS is in no way warranting the service of the hospital & that MAHS is in no way guaranteeing that the services provided by the hospital will be of a particular quality or Standard. 5.
- I hereby warrant the truth of the forgoing particulars in every respect and I agree that if I have made or shall make any false or untrue statement, suppression or concealment, my right to claim reimbursement of the said expenses shall be absolutely forfeited. I further declare that, in respect of the above treatment, no benefits are admissible under any other Medical Scheme or Insurance.

Patient's/ Employee Name:	Patient's / Employee Signature:		
Patient E-mail ID:	Mobile:		

# DOCUMENTS TO BE PROVIDED BY THE HOSPITAL IN SUPPORT OF THE CLAIM

- Detailed Discharge Summary and all Bills from the hospital duly countersigned by the client / patient
- Cash Memos from the Hospitals / Chemists supported by proper prescription.
- Receipts and Pathological Test Reports from Pathologists, supported by note from the attending Medical 2. Practitioner / Surgeon recommending such pathological Tests. 3.
  - Surgeon's Certificate stating nature of operation performed and Surgeon's Bill and Receipt.
- Certificates from attending Medical Practitioner / Surgeon that the patient is fully cured. 4. 5.
- Supporting Bills and Stickers for Implants & Stents



To:

KLES Dr. PRABHAKAR KORE HOSPITAL &
MRC-BELGAUM
INWARD (ALL PICONEIG)

INWARD No. 495 DATE

E 3 MAY

2013

ADM (CS)

Kles Prabhakar Kore Hospital And Medical Research Centre

Nehru Nagar

Belgaum - 590010

Karnataka

Dear Sir / Madam,

ASSTATION

MOR --
OS

SUBJECT Emponelment of your MARKED TO

MINUS MIN

Sub: Empanelment of your hospital with Medi Assist Healthcare Services Network of Hospitals.

Greetings from Medi Assist Healthcare Services Pvt. Ltd.!

We introduce ourselves as one of the leading and fast growing Healthcare Service provider in the country, headquartered at Bangalore. Since the advent of cashless hospitalization facility in India, the large section of population is in a sequentially secure position in case of an emergency finance towards medical care. We invite you to be a part of this important development and empanel yourself with us.

We are also providing various other activities for corporates like Health Check Ups, onsite clinics etc.

To facilitate all such activities we are inviting your participation in this mutually beneficial relationship.

Looking forward to a long and healthy relationship.

### Enclosures:

- 1. Memorandum of Understanding
  - a) Please fill all details of the MOU in CAPITAL LETTERS only.
  - b) Please sign at all indicated points & also on bottom right corner of every page of the MOU and return the duly filled MOU with seal & signature.

In case of any clarifications, please feel free to write or call back the undersigned at hospitalinfo@mahs.in or contact us at Mobile No: 09379573698, 09900046975

Assuring you the best of services from us.

With Kind Regards, Jandha Bheyma

Dr. Sandhya Bhajana

Medi Assist Healthcare Services Private Limited

(Formerly known as Net Logistics Private Limited)
ch Building, 'B' Block, 4th Floor, 1st Main, JP Nagar 3rd Phase, Bangalore - 560 078

Phone: 080-26490010/11 Fax 080-25013432

2/30



# Clarification

kleshospital Credit Cell - <creditcellkleshospital@gmail.com>

Tue, Jun 25, 2013 at 12:49 PM

To: hospitalinfo@mahs.in Cc: vinay bedre <bedrevinay@gmail.com>, Varsha Chillal <varsha.chillal@gmail.com>

Sir/Madam,

Thank you for the approach of renewal of MOU, but need a clarification about the name of change. Presently we have tie - up with Medi Assist TPA but now we have received a MOU as Medi Assist Healthcare Service Pvt Ltd.

Kindly clarify the same.

Thanking you,

Your faithfully

Vinayak Hosamani Co-ordinator Credit Cell.

KLE'S Dr Prabhakar Kore Hospital & MRC Belgaum.



To:

KLE prabhakar kore hospital Nehra Nagar Belgauss

Dear Sir / Madam,

Sub: Empanelment of your hospital with Medi Assist Healthcare Services Network of Hospitals.

Greetings from Medi Assist Healthcare Services Pvt. Ltd.!

We introduce ourselves as one of the leading and fast growing Healthcare Service provider in the country, headquartered at Bangalore. Since the advent of cashless hospitalization facility in India, the large section of population is in a sequentially secure position in case of an emergency finance towards medical care. We invite you to be a part of this important development and empanel yourself with us.

We are also providing various other activities for corporates like Health Check Ups, onsite clinics etc.

To facilitate all such activities we are inviting your participation in this mutually beneficial relationship.

Looking forward to a long and healthy relationship.

#### **Enclosures:**

- 1. Memorandum of Understanding
  - a) Please fill all details of the MOU in CAPITAL LETTERS only.
  - b) Please sign at all indicated points & also on bottom right corner of every page of the MOU and return the duly filled MOU with seal & signature.

In case of any clarifications, please feel free to write or call back the undersigned at hospitalinfo@mahs.in or contact us at Mobile No: 09379573698, 09900046975 (Dr. Sandhya N Bhajana)

Assuring you the best of services from us.

With Kind Regards,

Authorized Signatory

To che agent

Medi Assist Healthcare Services Private Limited-(Formerly known as Net Logistics Private Limited)

#45/A, Green Arch Building, 'B' Block, 4th Floor, 1st Main, JP Nagar 3rd Phase, Bangalore - 560 078

Phone: 080-26490010/11 Fax: 080-25013432

Need to talk to Bandhya. N. Bhajana



# न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड NUCLEAR POWER CORPORATION OF INDIA LTD.

(भारत सरका<mark>र</mark> का उद्यम A Government of India Enterprise)



# मानव संसाधन समह HUMAN RESOURCE GROUP





N E W I N D I A @ 7 5 आजादी का अमृत महोत्सव <sup>ONE EAR</sup>

वेथुयव कुटुम्बकम् ONE EARTH • ONE FAMILY • ONE FUTUS

प्रशासन भवन, कैगा संयंत्र स्थल, डाक घर: कैगा-581400, उत्तर कन्नड़ जिला, कर्नाटक Admin. Bldg., Kaiga Plant Site, PO: Kaiga- 581400, Uttar Kannada Dist., Karnataka CIN: U40104MH1987GOI149458 website: www.npcil.nic.in 208382-264055 29449874022 psiyer@npcil.co.in पंजीकृत कार्यालय: 16वाँ तल, सेंटर-1, वर्ल्ड ट्रेड सेंटर, कफे परेड, कोलावा, सम्बई Regd Off: 16th Fir., Centre-1, Word Trade Centre, Cuffe Parade, Colaba, Mumbai-400005.

सं.एन.पी.सी.आई.एल.NPCII<mark>.</mark>/कैगा स्थलKaiga Site/मा.सं.HR/चिकित्साMedical/KLE/Ref Hosp./2023/**2963** 

दिनांकDate:04.10.2023

सेवा में To:

चिकित्सा निदेशक Medical Director, केएलईएस डॉ प्रभाकर कोरे हॉस्पिटल & KLES Dr Prabhakar Kore Hospital & मेडिकल रिसर्च सेंटर Medical Research Centre, नेहरुनगर Nehrunagar, बेळगावी Belagavi— 590 010, Office of the
KLES Dr. Prabhakar Kore
Hospital & MRC, Belagavi

11007 2023
Inward/Outward No. 3166
Sign......

प्रिय महोदय Dear Sir,

विषय Sub:केएलईएस डॉ प्रभाकर कोरे हॉस्पिटल & मेडिकल रिसर्च सेंटर, बेळगावी रेफरल अस्पताल के नामिकायन के संबंध में। Empanelment of Referral Hospital KLES Dr Prabhakar Kore Hospital & Medical Research Centre, Belagavi –reg.

संदर्भ:Ref: Agreement dated 01.10.2023

उपरोक्त पत्र तथा स्वीकृति के प्रतीक के संदर्भ में न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लि. कैगा के साथ निष्पादित किए गए करार की मूल प्रति आपके प्रतिधारण हेतु साथ में संलग्न है जोकि सक्षम प्राधिकारी द्वारा विधिवत रूप से हस्ताक्षरित है।

With reference to the aforesaid letter and as a token of acceptance, please find enclosed herewith the original copy of the agreement executed with Nuclear Power Corporation of India Ltd., Kaiga duly signed by the Competent Authority for retention at your end.

धन्यवाद Thanking you,

संलग्न : यथोपरि । Encla.a.

भवदीय Yours faithfully,

(अरुण मारन ति. Arun Maran T.)

वरिष्ठ प्रबंधक Sr. Manager (मा.सं. HR)

कैगा स्थल Kaiga Site

प्रति CC to: 1. चिकित्सा अधीक्षक, केजीएमा अस्पताल Medical Superintendent, KGS Hospital

2. प्रमुख(वित्त एवं लेखा), किमी स्थल Head (F&A), Kaiga Site.

5/30



### INDIA NON JUDICIAL

# **Government of Karnataka**

### e-Stamp

### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA95290648701158V

25-Sep-2023 12:12 PM

NONACC (FI)/ kaksfcl08/ BELGAUM27/ KA-BL

SUBIN-KAKAKSFCL0862919706939905V

NPCIL KAIGA SITE

Article 12 Bond

**AGREEMENT** 

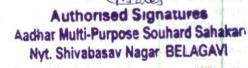
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NPCIL KAIGA SITE

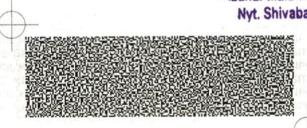
KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

NPCIL KAIGA SITE

(One Hundred only)







Please write or type below this line

# AGREEMENT BETWEEN NPCIL, KAIGA GENERATING STATION, KAIGA SITE

KLES DR. PRABHAKAR KORE HOSPITAL & MEDICAL RESEARCH CENTRE, BELAGAVI

This Agreement is made and executed on 1st day of October 2023 by and between Nuclear Power Corporation of India(NPCIL) Kaiga Generating Station, Kaiga Site having its office at Kaiga, Post: Kaiga, via: Karwar, Dist.: Uttara Kannada, State:

Page 1 of 9

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Sack Galding if ector
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid Dr. Prabhakar Kore Hospital's

The cours of checking the legitimacy is on the users of the certificate.

The onus of checking the legitimacy is on the users of the certificate. 3. In case of any discrepancy please inform the Competent Authority.

Medical Research Centre,

Karnataka of the First Party AND KLES Dr. Prabhakar Kore Hospital & Medical Research Centre Belagavi of the Second Party.

WHEREAS, the Contributory Health Services Scheme is providing comprehensive medical care facilities to all CHSS beneficiaries of NPCIL and other Units of DAE referred to as "beneficiary".

AND WHEREAS, NPCIL Empanelment of Referral Hospitals Scheme proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the Nursing homes, All over India. AND WHEREAS, KLES Dr. Prabhakar Kore Hospital & Medical Research Centre Belagavi agreed to give the following medical treatment to the Beneficiaries in the Multi / Super Speciality Hospital owned by the Second Party.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

#### GENERAL CONDITIONS 1.0

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- 1.1 The Second Party shall extend credit facility to the First Party for providing the services under the Scheme to the beneficiaries.
- 1.2 Both outpatient and inpatient treatment and any other procedures under the approved rates quoted against EOI shall be extended on credit basis to all the CHSS beneficiaries and no separate registration fees, like file charges etc. will be charged. Cost of all required medicines, investigations, blood & blood components (service charges excluding blood donor charges etc.) will be incorporated in the final bill to be submitted by the referral Hospital. The schedule of the rates (quoted against EOI) is indicated in Annexure-A.
- 1.3 The charges for the treatment of all the categories of procedures under the Packages are to be charged according to the package rates wherever approved. The cost of the items like stent, valves, pace makers, implants, prosthesis etc. which is not included in the packages shall be used, if required, only with prior concurrence of the Medical Superintendent/MOIC, KGS Hospital Medical Representative of the First Party and shall be charged accordingly.
- 1.4 All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure are the part of package. For any material / additional procedure / investigation other than the requirement for which the patient was initially permitted, would require the permission of the Medical Superintendent/ MOIC, KGS Hospital of First Party.
- 1.5 The package rate, if any, under the treatment requirement will be calculated as per the rate specified in Annexure-A. No additional charge on account of extended period of stay shall be allowed if that extension is due to any infection as a consequence of surgical procedure or due to any improper procedure and is not justified.
- 1.6 The non-medical items not the part of package as detailed below, if issued to the patient should not be billed to NPCIL:

Page 2 of 9

Medical Director KLES Dr. Prabyakar Kore Hospital & Medical Research Centre,

- a) Toilet / Tissue rolls/papers
- b) Face tissue
- c) Air freshner
- d) Eau-de-cologne
- e) Diapers
- f) Food served to patients relatives/attendants, if any.
- g) Toiletry items like tooth paste, tooth brush, mouth wash, soap including oil (olive/Olio), cream, Vaseline body lotion, sanitary items, etc.
- h) Telephone charges
- Drinking Glass
- j) Digital / Ordinary Thermometers
- k) Insulin Syringe/needle for outpatient
- Medical certificate charges, Admission Card/Registration charges.
- m) Barber charges/ Razor charges / Hair remover lotion
- n) Treatment purely on aesthetic reason
- o) Private Nurse/Attendant charges
- p) Mineral Water / Packaged Drinking water
- g) Medicine Box
- r) Any supplementary protein foods given to the patient
- s) Patient relative holding room charge
- t) All non-allopathic drugs and medicines.
- 1.7 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for beneficiary of First Party under this Agreement shall remain firm and not be increased during the validity period of this Agreement. However, the revised CGHS/CSMA/CHSS rates will be made effective on specific request of the Nursing Home from date of revision of notification by the respective authority and amendment can be issued accordingly.
- 1.8 The Second Party shall provide services only for which it has been empanelled by NPCIL Units at the rate fixed / agreed between the Parties and shall be binding. Due to any reason, if any other services are required to be provided by the hospital, the same shall be provided only with the approval of Medical Superintendent/MOIC, KGS Hospital and the charges will be as per the charge fixed by NPCIL Units for the same treatment in the nearby locality.
- 1.9 The Hospital will admit the patients on the basis of the Authority/ Referral letter issued by the Medical Superintendent/ MOIC, KGS Hospital in the prescribed format.
- 1.10 The Second Party shall furnish reports on monthly basis by 10th day of the succeeding calendar month in the prescribed format to the First Party in respect of the beneficiaries treated / investigated.
- 1.11 The Second Party shall submit soft copy of medical records of beneficiaries along with the bills wherever computerized hospital management system exists to the First Party.
- 1.12 The Second Party agrees that any liability arising due to any default or

Page 3 of 9

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Medical Director
KLES Dr. Prabhakar Kore Hospital &

- negligence in providing or performance of the medical services shall be borne exclusively by the Second Party, which alone shall be responsible for the defect and / or deficiencies in rendering such services.
- 1.13 It is hereby agreed that during the In-patient treatment of the Beneficiaries, the Second Party will not ask the beneficiary or his / her attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate, as agreed by the Parties, which includes the cost of all the items. In case of any such complaint, the same shall be considered as a breach and appropriate action, including removing from the empanelment and / or termination of this Agreement, may be initiated against the Second Party on the basis of any investigation or enquiry, as deemed fit, carried out by teams / appointed by the First Party.
- 1.14 The Second Party shall immediately communicate to Medical Superintendent/ MOIC, KGS Hospital about any change in the infrastructure / strength of staff. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of the First Party. The new establishment of the Second Party shall attract a fresh inspection and empanelment will be continued subject to satisfaction of the inspection by the Hospital Empanelment Committee.
- 1.15 The Second Party will submit an annual report regarding number of referrals received, admitted, bills submitted to the First Party and payment received, details of monthly report submitted to the Medical Superintendent/MOIC, KGS Hospital.
- 1.16 In case of any natural disaster / epidemic, the Second Party shall fully cooperate with the authorities of the First Party and will convey / reveal all the required information, apart from providing treatment.
- 1.17 The Second Party will not make any commercial publicity projecting the name of the First Party. However, the fact of empanelment under NPCIL empanelment of referral hospital scheme may be displayed at the premises of the empanelled centre.
- 1.18 The Second Party will investigate / treat the beneficiary of the First Party only for the condition for which they are referred. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, "provisions of emergency" shall be applicable.
- 1.19 The Second Party will not refer the patient to other specialist / other hospital without prior permission of authorities of the First Party. Prior intimation shall be given to concerned Medical Superintendent/MOIC, KGS Hospital whenever patient needs further referral.
- 1.20 The Patients will be referred to the Second Party along with reference letter duly signed by the Medical Superintendent/MOIC, KGS Hospital or his authorized representative. The specimen signatures of the authorized representative of First Party shall be forwarded by Medical Superintendent/MOIC, KGS Hospital to the Second Party. The Second Party

Page 4 of 9

Medical Director KLES Dr. Prabhakar Kore Ho

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre,

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should ensure proper identification of the patients by verifying CHSS cards or Identity cards on production of a valid permission by the beneficiary. The Second Partly shall provide credit facilities to the beneficiary or his family members included in the CHSS Card after verifying the photo in the CHSS Card. The First Party is not liable to pay in cases of impersonation or treatment of ineligible persons. The reference letter will be issued in duplicate. One copy will be retained with The Second Party and the other will be returned to the patient duly stamped with date in proof of attending the Second Party.

- 1.21 The CHSS beneficiaries referred to The Second Party are eligible for admission to one of the wards viz. General Ward, Semi Pvt Ward, Private Room & Delux Suit A/c Category as endorsed in the reference letter. In the event of non-availability of the entitled ward, the patient shall be admitted in any available ward, preferably one step above without charging additional amount in consultation with the Medical Superintendent/MOIC, KGS Hospital. In such a case, as soon as eligible ward becomes available, the patient shall be shifted to the appropriate ward provided this does not involve any danger to the health of the patient. Necessary certification will be endorsed to this effect in the bill and discharge report. For accommodating the patients in the higher accommodation due to non-availability of the entitled wards, the higher charges shall not be charged by the Second Party. If, on request of the beneficiary, treatment is provided in higher category of ward, then the expenditure over and above entitlement will have to be borne by the beneficiary.
- 1.22 The referred patients, if so desired by them, may be admitted to higher category of ward subject to payment of difference in charges by cash in advance including all other related and relevant charges by the patient. An undertaking to this effect may be obtained from the patient before and The First Party will not be responsible for any default on the part of such patients.
- 1.23 Cost of Implants / stents / grafts / Mesh is reimbursable in addition to your Hospital Rate i.e. Annexure –A. The cost will be paid as per actual and separate invoice to be provided for such items.
- 1.24 In the event of death of CHSS beneficiaries of The First Party at the premises of the Second Party, the Second Party will spare a hearse van with advance intimation to the Medical Superintendent/MOIC, KGS Hospital for carrying the dead body from Belagavi to Kaiga. Charges of Hearse Van shall be at the minimum prescribed rate of the Second Party which shall be directly collected from the legal heirs of the concerned employee by the Second Party.
- 1.25 Follow-up/check-up dates shall be indicated in the discharge report but sending them again for such check-up/follow-up will be left to the discretion of the Medical Superintendent/MOIC, KGS Hospital or his authorized representative. Follow-up treatment will be extended only on production of fresh reference letter.
- 1.26 The patient will be prescribed medicine for a maximum period of 3 months on OPD basis / inpatient at the time of discharge. A copy of the discharge summary report shall be handed over to the patient on discharge. For OPD

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Page 5 of 9

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Medical Director

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre.

- patients also, the clinical details report should be handed over to the patient as per the format communicated by Medical Superintendent/MOIC, KGS, Hospital.
- 1.27 The Second Party should also be required to produce the Income Tax Exemption Certificate if available for non-deduction of TDS from their bills or else TDS as applicable will be deducted from their bills and certificates issued accordingly.
- 1.28 The Second Party should produce the PAN/TAN/Service Tax/GST Number if any alongwith a photocopy of the same before release of payment against their bills.
- 1.29 The Second Party should also produce a copy of Memorandum, Articles of Association or Partnership deed or Registration Certificate obtained from ROC.
- 1.30 The Second Party shall provide the services as per the requirements specified by the Medical Superintendent/MOIC, KGS Hospital in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Second Party such as refusal of service or direct charging from the Beneficiaries or defective service and negligence. The Second Party will be charged as a Liquidated Damages. In case of repeated defaults an action will be taken for termination of this Agreement. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/future bills of the Second Party and the First Party shall have the right to issue a written warning to the Second Party not to do in future. The recurrence, if any, will lead to the stoppage of referral to the second party.
- 1.31 The administrative cost of the hospital and all other expenses required by the hospital for the purpose of this Agreement shall be borne by the Second Party.
- 1.32 The bills will be raised on monthly basis in duplicate by the second party and sent to Medical Superintendent/MOIC, KGS Hospital duly countersigned by the beneficiary or the employee concerned.
- 1.33 The patients of serious nature, beyond the scope of treatment of the Second party shall be discharged and sent back to Kaiga Hospital with prior consent of the Medical Superintendent/MOIC, KGS Hospital. The Second Party shall arrange an Ambulance for transportation of such patient with the consent of the Medical Superintendent, KGS and charges of the same shall be included in the bill.
- 1.34 Discount of 15% will be provided on Bed Charges, Services, Investigations & procedures as indicated in Annexure-A of this agreement. No discount offered on Medicine & Radiology Charges.
- 1.35 If any new treatment is introduced the patient may be treated after obtaining the approval from the Medical Superintendent KGS Hospital for which same discount is / are applicable.
- 1.36 The rates will be firm throughout the contract/ MoU period, the terms and conditions between KLE and HPCL will be applicable to NPCIL for further period of 3 (three) years from the date of signing of this MoU.

Page 6 of 9

Medical Director
KLES Dr. Prachakar Kore Hospital 8
Medical Research Centre

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1.37 In future, any further discount offered/given to any other PSU's empanelled by Second Party same discount shall be extended to NPCIL KGS Hospital Kaiga

# 2.0 DUTIES AND RESPONSIBILITIES OF HOSPITALS

It shall be the duty and responsibility of the Second Party at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

3.0 HOSPITALS INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD The Second Party is responsible for and obliged to conduct all contractual obligations in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Second Party is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanours, negligence, misconduct or deficiency in services, if any.

### 4.0 TREATMENT IN EMERGENCY

4.1 Notwithstanding anything contained in this agreement, in case of emergency, the Second Party shall not refuse admission or demand advance from the CHSS beneficiary, but should provide the treatment as in the usual course for the concerned patient as per the approved rates including package rates, if any. The Second Party is required to inform the Medical Superintendent/MOIC by FAX and obtain Referral Form from him/her within 24 hours. If any patient is taken up in emergency, charges applicable will be as per the approved rates including Package Rate only wherever applicable and no emergency charges or any additional charge on account of the emergency will be payable.

### 5.0 TERMINATION

- 5.1 This agreement can be terminated by either of the party by giving 30 days notice in writing to the other party.
- 5.2 However, the First Party may, without prejudice to any other remedy for breach of Agreement, by written notice to the Second Party may terminate the Agreement in whole or part:

a) If the Second Party fails to perform any of its obligation(s) under the

Agreement.

b) If the Second Party in the judgment of the First Party has indulged in corrupt or

fraudulent practices in competing for or in executing the Agreement.

- c) In case of any violation of the provisions of the Agreement by the Second Party such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and direct charging from the Beneficiaries of the First Party, deficient or defective service, over billing and negligence in treatment.
- 5.3 If the Second Party is found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended without any notice by the First Party and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10

Page 7 of 9

Medical Director KLES Dr. Prabhakar Kore Hospital Medical Research Centre,

days of the receipt of show cause notice.

### 6.0 INDEMNITY

The Second Party shall at all times, indemnify and keep indemnified the First Party against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Second Party in execution of or in connection with the services under this Agreement will not hold the First Party responsible or obligated.

### 7.0 PAYMENT

The payment will be made to the Second Party within a period of 60 days from the date of submission of the bill accompanied with all necessary and supporting documents.

### 8.0 DURATION

The Agreement shall remain in force up to the three years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for a further periods with mutual consent of the Parties.

### 9. 0 ARBITRATION

Any dispute/difference arising out of this Agreement shall be mutually resolved with the consent of both the parties. However, in case, the disputes/difference could not be resolved through mutual discussion, in that case the same shall be referred for resolution by the sole arbitrator to be appointed by CMD, NPCIL. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.

### 10.0 MISCELLANEOUS

- 10.1 Nothing under this Agreement shall be construed as establishing or creating any right or any relationship of Master and Servant or Principal and Agent between the First Party and the Second Party.
- 10.2 The Second Party shall notify the First Party of any change as to the status, change of name etc. as the case may be, if such change would have an impact on the performance of obligation of the Second Party under this Agreement.
- 10.3 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 10.4 If the Second Party is wound up or dissolved or become insolvent, the First Party shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Second Party or their heirs, successors, assigns and legal representatives from the liability in respect of the services provided by the Second Party under the Agreement.
- 10.5 The Second Party shall not assign, in whole or in part, its obligations to perform under the agreement, except with the prior written consent of the First Party at its sole discretions and on such terms and conditions as deemed fit by the First Party. However, any such assignment shall not relieve the Second Party from its liability or obligation under this agreement.

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Page 8 of 9

KLES Dr. Prabhakar Kore Hospital & Medical Research Centre,

PELAGAVI - 590 010.

### 11.0 NOTICES

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

Medical Superintendent / MOIC, KGS Hospital Kaiga Site

KLES Dr Prabhakar Kore Hospital & MRC, Nehru Nagar, Belagavi, **KARNATAKA - 590 010.** 

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

Signed by For and on behalf of NPCIL,	For and on behalf of KLESKDr Prabhakar Kore Hospital Hospital & MRC, Belagavi  Medical Director Prabhakar Kore Hospital Prabhakar Kore Hospital Prabhakar Kore Medical Director Prabhakar Kore Hospital Prabhakar Hospital Prabh
HUMAN RESOURCE ST	Hospital & MRC, Belagavi  Medicar Selagavi  BELAGAVI - 590 010.
(Arun Maran T.)	Duly authorized vide Resolution No
Senior Manager (HR)	dated of KLES Dr Prabhakar Kore Hospital & MRC, Belagavi
Kaiga Generating \$tation, Kaiga First Party	(Second Party)
Seal and date	(Occome r arry)
n the Presence of (Witnesses)	In the Presence of (Witnesses)

alillal ca Varcha dillal



# न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड NUCLEAR POWER CORPORATION OF INDIA LTD.

(भारत सरकार का उद्यम A Government of India Enterprise)

## कैगा स्थल KAIGA SITE

# मानव संसाधन समृह HUMAN RESOURCE GROUP



मारत् २०२३ IXMA वस्थित कुरुमकरूम्

NEWINDIA @ 75 वश्चेय कृदुक्कम् आजादी का अमृत महोत्सव ONE EARTH - ONE FAMILY - ONE FUTURE

प्रशासन भवन, कैगा संयंत्र स्थल, डाक घर: कैगा-581400, उत्तर कन्नड़ जिला, कर्नाटक Admin. Bldg., Kaiga Plant Site, PO: Kaiga- 581400, Uttar Kannada Dist., Karnataka CIN: U40104MH1987GOI149458 website: www.npcil.nic.in 🕿 08382-253166 💆 9489093442 🚉 arunnt@npcil.co.in पंजीकृत कार्यालय: 16वाँ तल, सेंटर-1, वर्ल्ड ट्रेड सेंटर, कफे परेड, कोलावा, मुम्बई Regd Off: 16th Flr., Centre-1, Word Trade Centre, Cuffe Parade, Colaba, Mumbai-400005.

सं.एन.पी.सी.आई.एल.NPCIL/कैगा स्थलKaiga Site/मा.सं.HR/चिकित्साMedical/Ref Hosp./2023/2943

दिनांकDate:16.09.2023

To

KLES Dr. Prabhakar Kore Hospital & MRC, Nehru Nagar, Belagavi, KARNATAKA – 590 010.

Dear Sir,

Sub: An agreement between NPCIL, Kaiga Site (First Party) and KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, Belagavi (Second Party) – reg.

The Competent Authority in Nuclear Power Corporation of India Limited, Kaiga Generating Station, Kaiga is pleased to empanel your hospital for a period of 3 (three) years from the date of signing the agreement on negotiated hospital rates(Annexure-A). Accordingly, an agreement to be signed by both the parties NPCIL, Kaiga Site (First Party) and KLES Dr. Prabhakar Kore Hospital & Medical Research Centre, Belagavi (Second Party) for three years period i.e. from 01.10.2023 to 30.09.2026 is prepared and attached.

You are requested to execute the agreement with NPCIL Kaiga (copy enclosed) on non judicial stamp paper of ₹ 100/- each (2 nos.). Please return the duplicate copy of this letter along with the original copy of the Agreement (copy enclosed) duly signed, as a token of your acceptance.

Thanking you, Encl:a.a.

Yours faithfully,

(Arun Maran T.)

Sr. Manager (HR) Kaiga Site

CC to: 1. Medical Superintendent, KGS Hospital

2. Head (F&A), Kaiga Site.



### INDIA NON JUDICIAL

### **Government of Karnataka**

#### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

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Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

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: 22-Jun-2022 12:00 PM

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: SUBIN-KAKAKSFCL0828990972032896U

: K L E S DR PRABHAKAR KORE HOSPITAL BELAGAVI

: Article 12 Bond

: AGREEMENT

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: SUVARNA AROGYA SURAKSHA TRUST

: K L E S DR PRABHAKAR KORE HOSPITAL BELAGAVI

: K L E S DR PRABHAKAR KORE HOSPITAL BELAGAVI

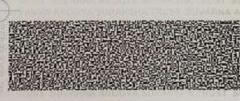
(One Hundred only)

Authorised Signatory

Rs. 100

or Shri Nidhi Mahila Souhard Sahakari Ni., Chavat Galli. Belagavi





Please write or type below this line

# MEMORANDUM OF UNDERSTANDING SUVARNA AROGYA SURAKSHA TRUST (SAST)

This Agreement made in Bangalore this day 010040 2022 between Suvarna Arogya Suraksha trust, a trust incorporated under the Indian trusts Act, 1882 and having its Registered Office at 7th Floor, Arogya Soudha, Binnipet, Keshavanagar, Magadi Road, Bangalore - 560023 hereinafter referred to as "TRUST" represented by Executive Director,

ಗ್ರಾತ್ಮಕ್ಕು ಸುವರ್ಣ ಆರೋಗ್ಯ ಸುರಕ್ಕಾ ಬ್ರಸ್ತ್

in case of any discrepancy clease Boristard) is Authority

Suvarna Arogya Suraksha Trust, which expression shall unless it is unacceptable to the context or meaning thereof shall deem to mean and include its successors and assignees of the ONE PART.

	KLES DR PRABHAKAR KORE HO	SPITAL & MRC and having its establishment
at	BELGAUM	hereinafter referred to as Network Hospita
(NwF	H) represented by MD/CEO /	which expression shall unless it i
unacc	ceptable to the context or meaning	hereof be deemed to mean and include its successor
and a	ssignees of the OTHER PART. T	is agreement is for a period of 3 years and will be in
Torce	till 310030 2025 or until o	nerwise terminated, as provided for in this MOU, and
Empa	nelment Criteria) of the Government	in Annexure-6 (1.1 of Principles of empanelment order No. HFW 69 CGE 2018, dated 15.11.2018.

All annexures to this MoU shall be part and parcel of the MoU

#### WHEREAS

- i. WHEREAS, the Trust is an independent nodal agency established by the Government of Karnataka for providing health care to identified beneficiaries through network hospitals throughout the State for specified surgeries / therapies.
- Suvarna Arogya Suraksha Trust (SAST) is the State Health Agency that has been setup/identified by the State Government for implementation of Ayushman Bharat – Arogya Karnataka (AB-ArK) in the State of Karnataka
- iii. NwH is a health care provider duly recognized and authorized by appropriate authorities to impart heath care services to the public at large and is empanelled with SAST.
- iv. NwH has expressed its desire to join Ayushman Bharat-Arogya Karnataka network of NwHs and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under AB-ARK on terms and conditions herein agreed.

# Objectives of Suvarna Arogya Suraksha Trust:

Suvarna Arogya Suraksha Trust is an autonomous Trust under the Department of Health and Family welfare, established as a special purpose vehicle to implement government health schemes in an efficient and effective manner in 2009.

Suvarna Arogya Suraksha Trust is authorized to implement health schemes following various modalities including Public private partnership model (PPP) with empanelled public and private hospitals.

Hospitals desirous of implementing Government health schemes have to get empanelled with Suvarna Arogya Suraksha Trust. They shall meet the empanelment criteria as per Government Order No. HFW 69 CGE 2018, dated 15.11.2018 of AB-ArK. This MoU is for those private hospitals that are found conforming to the empanelment criteria and have come forward to give health services to the public as per scheme guidelines.

BELAGAN

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BELAGAN

# Hospital Name & Address: KLES DR PRABHAKAR KORE HOSPITAL AND MRC **BELAGAVI** Signed and delivered by within named: Administrator - Finance & Accounts KLES Dr. Prabhakar Kore Hospital & Network Hospital: MRC - BELAGAVI Through Sri/Smt. Vinay Bedre Sign In presence of Sri/ Smt. Dr D. Somnotti Sign Administrator Clinical Services (Academics) KLES Dr. Prabhakar Kore Hospital & MRC BELAGAVI. AYUSHMAN BHARAT-AROGYA KARNATAKA: **Executive Director Signature** ಕಾರ್ಯಕಾರಿ ನಿರ್ದೇಶಕರು ಸುವರ್ಣ ಆರೋಗ್ಯ ಸುರಕ್ಕಾ ಆಸ್ಟ್ ಪೆಂಗಕೂರು Director (MM) Signature ನಿರ್ದೇಶಕರು (ಎಂ.ಎಂ.) ಸುಹರ್ಣ ಆರೋಗ್ಯ ಸುರಕ್ತಾ ಟ್ರಸ್ಟ್ Seal ಬೆಂಗಳೂರು. Date:

Place:

# Government of Karnataka

Registration & Stamps Department

MPL/A100/07-08 No. 832844 Issued by

State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Star Health and Allied Insurance Co. Ltd.

Business Centre, No. 5 1, (55), II Floor,

s/d/w/o -

PS.N. Ploza, D.V.G. Road, Basavanagudi, Bangalore - 550 004 residing at

BASAVANAGUD 080 41508111

Br. Name:

Date:

EZ NOV 2007

FOR STATE BANK OF M

Authorised Agent to collect stamp dis-behalf of Government of Kamataka Basayanaguci Lin Bangalore-bo

# MEMORANDUM OF UNDERSTANDING

This Agreement made Belgaum this 6th day of Dec 2007

STAR HEALTH ANDALLIED INSURANCE COMPANY LTD., a Company incorporated under the Companies

Act 1956 and having its Registered & corporate office at no 1 New Tank Street, Nungambakkam, Chennai-600 034, hereinafter referred to as {Star Health} which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the ONE PART.

AND

KLES Prabhakar Kore Hospital & Medical Research Centre and having its Registered office at'Nehrunagar, Belgaum - 590010. Karnataka Hereinafter referred to as (PROVIDER) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignee's of the OTHER PART.

WHEREAS, Star Health is an insurance company Licensed under IRDA to transact health, Accident and Overseas Medical Insurance, providing Healthcare insurance coverage to its clients (hereinafter referred to as "the Beneficiary") and for these purposes Star Health has created a network of service providers. KLES Prabhakar Kore Hospital & Medical Research Centre 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 of the agreed terms and conditions.

Now this agreement witnessed as under:

## 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. 1.1 This agreement shall be in force until otherwise terminated as provided for in this MoU.

### **Article 2: General Provision**

- The Provider shall treat Star Health beneficiaries in a courteous manner and according to good business practices. 2.1.1
- 2.1.2 The Provider will extend priority admission facilities to the beneficiaries, whenever possible.
- The provider will have his facility covered by proper indemnity policy including errors, omission and professional 2.1.3 indemnity insurance and agrees to keep such policies in force during entire tenure of the agreement.

-1-

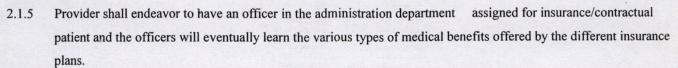
Provider shall ensure that the best medical treatment/ facility is extended to the beneficiary. 2.1.4

dieal Director & Chief Executive KLES Prabhakar Kore Hospital & Medical Research Centre, Belgaum.

March

For Star Health and Allied Insurance Co. Ltd.

Leunf Authorised Signatory



- 2.1.6 Provider shall allow Star Health official to visit the beneficiary and also to check the indoor papers/treatment being given to the beneficiary. Star Health shall not interfere with the medical treatment of the patient. However the medical team of Star Health reserves the right to discuss the treatment plan with the treating doctor. Access to billing and medical records and indoor papers will be allowed to Star Health as and when necessary or asked for with prior appointment.
- 2.1.7 Provider agrees to display their status of preferred provider of Star health at their reception/admission desks along with the display and other materials supplied by Star Health whenever possible for the ease of Star Health beneficiaries.

### **Article 3: Identification of Beneficiaries**

- 3.1.1 The beneficiaries will be identified by the provider on the basis of an ID ca.'d issued to them bearing the logo and the wordings of Star Health. The ID card shall have photograph or signature or thumb impression of the beneficiary. In certain cases of large corporate where ID cards are not issued by Star health, Beneficiary may have only the Authority letter/Pre certification issued by Star health along with the employee ID of the corporate.
- 3.1.2 For the ease of the beneficiary, the provider shall display the recognition and promotional material, network status, and procedures for admission supplied by Star Health at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments. A provider also needs to inform their reception and admission facilities regarding the procedures of admission and obtaining Preauthorization as per the article 4
- 3.1.3 It is desirable 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

### 4.1. Planned Admission

Request for hospitalization on behalf of the beneficiary may be made by the hospital provider/consultant attached to the provider as per the prescribed format. The preauthorization form would need to give the beneficiary's proposed admission along with the necessary medical details and the treatment planned to be administered and the break up of the estimated cost.

Authorization certificate will mention the amount guaranteed, class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan of the insured. Provider must take care to ensure admission accordingly.

### 4.2 Emergency admission

- 4.2.1 The Parties agree that the Provider shall admit the Beneficiary (ies) upon the production of the ID card issued by Star Health and shall ensure that no Beneficiary is required to make advance deposits of any amount as a precondition or condition of admission, when the Beneficiary is carrying a valid ID card issued by Star health.
- 4.2.2 In case of vehicular accident, if the victim was under the influence of alcohol or inebriating drugs, if detected or suspected, since the insurance benefit is not available, the provider shall treat the admission as per their normal practice and not under cashless or being entitled to indemnity from insurer.
- 4.2.3 In case of other emergencies, Provider upon deciding to admit the Beneficiary should inform/ intimate over phone immediately to the 24 hours Star Care Center helpdesk or the local/ nearest Star health office.

- 2 -

For Star Health and Allied Insurance Co. Ltd.

Medical Director & Chief Executive KLES Prabhakar Kore Hospital & Medical Research Centre, Belgaum.

Authorised Signatory

- 4.2.4 Star Health agrees and undertakes to have their medical team to get in touch within 8 hours of the provider telephonic intimation and issue the authorization for admission under cashless.
- 4.2.5 Within a period of 12 hours from the time of admission a preauthorization form is forwarded which would give the details like present illness/past history, diagnosis, and estimated cost of treatment along with first prescription collected from patient.
- 4.2.6 On receipt of the preauthorization form for the beneficiary giving the details of the ailments for admission and the estimated treatment cost which is to be forwarded within 12 hours of admission, Star Health undertakes to issue the confirmation letter for the admissible amount within 12 hours of the receipt of the preauthorization form.
- 4.2.7 In case the ailment is not covered or given medical data is not sufficient for the medical team to confirm the eligibility. Star Health can deny the guarantee of payment which shall be addressed to the Insured under copy to the Provider. The provider will have to follow their normal practice in such case.
- 4.2.8 Denial of Authorization/ guarantee of payment in no way mean denial of treatment. The provider is requested to deal with each case as per their normal rules and regulations
- 4.2.9 Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan of the insured. Provider must take care to ensure compliance.
- 4.2.10 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, TV, relatives' food, hospital registration fees, documentation fees etc, must be collected directly from the insured. Any investigation carried out at the request of the patient but not forming the necessary part of the treatment also must be collected from the patient.
- 4.2.11 In case the sum available is considerably less than the estimated treatment cost, Provider should follow their normal norms of deposit/ running bills etc., to ensure that they realize any excess sum payable by the beneficiaries not provided for by indemnity. Star Health upon receipt of the bills and document would release the guaranteed amount.

  Article 5: Fee Schedule
- 5.1.1 Provider has submitted the fee schedule in the format, which shall be the basis for the treatment cost of various procedures and forming part of the MOU as given in the Annexure. The preauthorization form and billing will be made only on the stated accepted Tariff.
- 5.1.2 Provider has agreed to the continuation of the agreed tariff for a minimum period of two years from the date of signing of the agreement considering that Star Health is the Stand-alone Health Insurer.
- 5.1.3 Any revision in the fee schedule will be submitted to Star health at least 30 days prior to the effective date. Star health reserves the right to discontinue the contract if dissatisfied with the revised tariff not agreed for.

# Article 6: Check list for the provider at the time of Patient Discharge.

- Original discharge summary, original investigation reports, all original prescription \ Attested & 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 Star Health.
- 6.2 The Discharge card/Summary must mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries.
- 6.3 Signature of the patient / beneficiary on final hospital bill must be obtained.
- 6.4 Claim form of the Insurance Company must be presented to the beneficiary for signing and identity of the patient/beneficiary again confirmed.

Medical Director & Chief Executive KLES Prabhakar Kore Hospital & Medical Research Centre, Belgaum. For Star Health and Allied Insurance Co. Lld.

Learny Authorised Signatory

### Article 7; Billing Procedure

- 7.1 Intimation of the impending discharge of the beneficiary need to be advised before the discharge of the patient to enable the Star Health medical team to be present at the discharge to assist the beneficiary. The Final bill would need to be made available to Star Health along with the discharge summary at the time of discharge of the patient.
- 7.2 The bills must be as per the agreed schedule of fees. Any higher amount will be deducted.
- 7.3 Any non-covered treatment/ Investigation cost must be recovered from the beneficiary.
- 7.4 The final docket for onward submission to Star Health for immediate payment must contain the following:
  - Copy of beneficiary ID card with legible ID number.
  - Copy of the first prescription collected from the beneficiary.
  - Copy of preauthorization letter, beneficiary acceptance letter and duly signed claim form.
  - Original final bill with detailed break up of miscellaneous, consumables & other charges.
  - Original and complete discharge card/ summary mentioning the duration of ailment and duration of other disorders like hypertension or diabetes if any.
  - Attested \ Original investigation reports with corresponding prescription/ request.
  - Pharmacy bill if supplied by hospital with corresponding request.
  - Any other statutory documentary evidence required under law.
  - Status of deposit paid if any by beneficiary.

# **Article 8: Payment Terms and conditions**

- 8.1 Star Health agrees to pay all the eligible bills within 15 days of the receipt at their head office address in Chennai along with all the original relevant documents.
- 8.2 In case certain billed items are not correlated with corresponding report, due intimation for the items not correlated would be given within seven days of the receipt the bill. The provider shall provide the requisite reports within seven days thereof and the bill shall be settled accordingly. In case, there is no response for the correlating report the amount not correlated would be deducted from the final bill and no further papers thereafter shall be entertained. Payments will be done by and at par payable cheque of Star Health.
- 8.3 Payment and bank deposition would be construed as due receipt if a provider omits to send a stamped receipt of the payment received immediately on receipt of the cheque.

### Article 9: Limitations of liability and indemnity

- 9.1 Star Health will not interfere in the treatment and medical care provided to its beneficiaries. Star Health will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- 9.2 Star health shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Provider.
- 9.3 Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
- 9.4 In case Star Health is unable to pay within 30 days of receipts of bills and relevant documents in original, Star health shall pay interest to the provider @ 12% per annum.

Medical Director & Chief Executive KLES Prabhakar Kore Hospital & Medical Research Centre, Belgaum. -4-

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### Article 10: Confidentiality

10.1 All the stakeholders undertake to protect the secrecy of all the data of Star Health beneficiary/ies and trade or business secrets of Star Health and shall not share the same with any unauthorized person for any reason whatsoever within or without any consideration.

### **Article 11: Termination**

Star Health shall reserve the right to terminate the agreement by giving 30 days notice if-:

- 11.1 The Provider violates any of the terms and conditions of this agreement; or
- 11.2 The Provider increases fee schedule not provided for.
- 11.3 Star health comes to know of wrong and fraudulent practices.
- 11.4 Star Health observes cases of overstay and over provisioning without adequate explanation.
- 11.5 Provider can terminate the agreement after giving 30 days notice to Star Health.

	Article 12: Discount			
12.1	A Discount of	% on Inpatient services,	% on Outpatient service and	% to be extended on al
	the packages except the		to the Members by the Provider. (Please	e enclose separate sheets i
	required with the details on discounts)			
	Article 13: Non-exclusiv	rity		

13.1 Star health reserves the right to appoint other provider/s for implementing the packages envisaged herein and provider shall have no objection for the same and vice-versa.

### **Article 14: Jurisdiction**

- 14.1 Any disputes, claim arising of this Agreement are subject to arbitration and jurisdiction of Bangalore courts only.
- 14.2 Any amendments 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 within named:

Tovider. A	LES Fradnak	ar Nore n	iospitai d	Medical Research	Centre
				Markland Wilmoons &	
				40 - 40 - 4 0 - 5 0 0 0 mm adams 6	A Print Land Consense

Hospital Code: Hos - 3105

Medical Director & Chief Executive KLES Prabhakar Kore Hospital & Medical Research Centre, Belgaum.

	Medica	al Research Centre, Belgaum
Through Sri/ Smt	Sign	
In presence of Sri/ Smt	Sign	
Star Health and Allied Insurance	ce company ltd: For Star Hea	alth and Allied Insurance Co. Ltd.
Through		Leumy Authorised Signatory
In presence of	Sign	



# INDIA NON JUDICIAL

# **Government of Karnataka**

# e-Stamp

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NONACC (BK)/ kakscub08/ BELGAUM2/ KA-BL

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KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

Description of Document

Article 12 Bond

Description

**AGREEMENT** 

Consideration Price (Rs.)

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First Party

(Zero)

Second Party

C E O YESHASVINI CO OP MEMBERS HEALTH CARE TRUST KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

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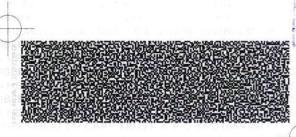
KLES DR PRABHAKAR KORE HOSPITAL AND MRC BELAGAVI

Stamp Duty Amount(Rs.)

(Two Hundred only)

HEUFIG STUR





issued by

The Belgaum District Revenue Paployees Coloperative Bank

Ltd., Belgaum

Stand Signator

.... Please write or type below this line

# **AGREEMENT BETWEEN**

C. E.O, Yeshasvini Co-Operative Members Health Care Trust,

(First Party)

And

KLES DR. PRABHAKAR KORE HOSPITAL AND MEDICAL RESEARCH CENTER. Nehru Nagar, Belagavi

(Second Party)

dical Director Dr. Prabhakar Kore Hospital &

Statutory Alert:

dical Research Centre. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mo Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it involves of checking the legitimacy is on the users of the certificate.

In case of any discrepancy please inform the Competent Authority.

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022 between, Yeshasvini Co-Operative Members Health Care Trust represented by C.E.O, having its address at No. 70, 2<sup>nd</sup> floor, KMC Building, K.R Road, Basavangudi Bengalore-560004 (hereinafter called Trust, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part** 

### AND

KLES DR PRABHAKAR KORE HOSPITAL & MRC, Belagavi (Name of the Hospital with Address) represented by its Medical Superintendent/ Administrator/authorised person, having its address at <a href="NEHARU NAGAR">NEHARU NAGAR</a> BELAGAVI, (herein after referred to as the Hospital, which expression, shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Second Part..

Whereas the Government of Karnataka has constituted 'Yeshasvini Co-Operative Members Health Care Trust' for implementation of Yeshasvini Co-Operative Members Health Care Scheme with effect from 01-11-2022 and treatment commences from 01-01-2023. It has been decided in the Trust meeting to continue the existing network Hospitals identified under previous Yeshasvini Scheme after obtaining report from the District health authorities regarding the working conditions of such Hospitals and the consent from them to continue under the new Yeshasvini Scheme and the benefit and package offered under **Annexure-A** for time being till fresh guidelines are framed and Hospitals identified.

Whereas reports from District Health Authorities were obtained and the consent letter given by you, IT IS HEREBY AGREED till such period and until further notice between the Parties as follows:

### **General Conditions**

- The Hospital agrees that it shall charge the beneficiary as per the rates for a surgical/Medical procedure / package deal as prescribed by the Trust and attached as Annexure-A (Package list), which shall be an integral part of this Agreement.
- 2) The hospital hereby agrees to follow all the guidelines and conditions as mentioned in the protocol guidelines with enclosures as Annexure-B, which shall be an integral part of this agreement and circular instructions that are issued from time to time for implementation of the scheme.

Medical Director

KLES Dr. Prabhakar Kore Hospital &

Medical Research Centre,

BELAGAVI - 590 010.

- 3) The Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and / or deficiencies in rendering such services.
- 4) For over-billing and unnecessary procedures, the extra amount so charged shall be deducted from the pending / future bills of the Hospital and the Trust shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, shall lead to the cancellation of empanelment of the Hospital.
- 5) This agreement shall be in force till the termination of this arrangement from the Trust or the hospital with a prior notice of 30 days. The empanelment of the hospital shall be terminated if the hospital is found involved in fraud and other illegal activities.
- 6) The Trust shall settle the hospital bills, which are complete in all respect within 45 days from date of receipt of bill in the TPA office.

### INDEMNITY:

The Hospital shall at all times, indemnify and keep indemnified Trust against all actions, suits, claims and demands brought or made against any loss or damage to Trust in consequence to any action or suit being brought against the Trust, along with (or otherwise), Hospital as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital shall at all times abide by the protocol guidelines and other statutory requirements prevalent in India and shall keep free and indemnify the Trust from all demands or responsibilities.

The Hospital shall pay all indemnities arising from such incidents without any extra cost to Trust and shall not hold the Trust responsible or obligated. Trust may at its discretion and shall always be entirely at the cost of the Hospital to defend such suit, either jointly with the Hospital or singly in case the latter chooses not to defend the case.

### ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Trust and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Trust. The Registrar of Co-operative Societies in Karnataka is the Arbitrator, who shall give written award of his decision to the Parties. The decision of the Arbitrator shall be final and binding. The provisions of the Arbitration

and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Bangalore.

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

MEDICAL DIRECTOR KLE'S DR. PRABHAKAR KORE HOSPITAL & MRC, BELAGAVI

(Witnesses)

1. ADMINISTRATOR F&A

2. ADMINISTRATOR-CS

C.E.O

Yeshasvini Co-operative Members Health Care Trust No. 70, 2<sup>nd</sup> floor, KMC Building, R. ROAD, Basavangudi,Bengalore-560 004 In the Presence of

(Witnesses)

1.

2.



### INDIA NON JUDICIAL

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Article 37 Note or Memorandum

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: PRINCIPAL KLE VKIDS BELAGAVI

DIRECTOR REGIONAL CENTRE ECHS BENGALURU

PRINCIPAL KLE VKIDS BELAGAVI

(One Hundred only)

**Authorised Signatures** Aadhar Multi-Purpose Souhard Sahakan Nyt. Shivabasav Nagar BELAGAVI







Please write or type below this line

MEMORANDUM OF AGREEMENT

An agreement made and entered into on this 21 NOV 2023 between the President of India, acting through Director, Regional Centre ECHS, Bangalore (Station), for Ex Servicemen Contributory Health Scheme, (hereinafter called "ECHS" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the First Part

Dr. Alka Kale, Principal w/o Mr.Dinesh Kale owner or the authorized signatory of KLE Vishwanath Katti Institute of Dental Sciences ( A Unit of KLE Deemed University), JN Medical College,

Nehru Nagar, Belgaum-590010 Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing Home, Hospices, Rehab Centre, Physiotherapy Centre, etc) which expression unless excluded by or repugnant to the subject or context, shall mean to include its legal representative, successors and

permitted assigns) of the Second Part. (Manoj Krishna A Pillai)

e-state Mille Institute of Dental Sciences

The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using Any discrepancy in the details on this Certificate and as available on the website! Widble App 2. The onus of checking the legitimacy is on the use of the certificate. 560 015 Nehru Nagar, BELAGAVI-590010.

3. In case of any discrepancy please inform the Competent Authority

KLE Vishwanath Katti Institute of Dental Sciences ( A Unit of KLE Deemed University), JN Medical College, Nehru Nagar, Belgaum-590010 (name of corporate body/firm/trust/owner of medical facility), had applied for Empanelment under ECHS for treatment of the members of ECHS and their dependent beneficiaries, and ECHS proposes to extend empanelment KLE Vishwanath Katti Institute of Dental Sciences ( A Unit of KLE Deemed University), JN Medical College, Nehru Nagar, Belgaum-590010 name of Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc) for treatment of ECHS members and their dependent beneficiaries for the treatment / diagnostic facilities as given in the Annexure II of Appendix A to Government Sanction Letter: MOD/GOI letter No. 22D (14)/07/US/WE/D(Res) 18 Sep 2006 and C Org ECHS Letter No dated B/49771/AG/ECHS/Emp/Gen(i)dt 07 Dec 2018.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:-

- 1. <u>List of Appendices and Annexures</u>. Under mentioned Appendices and Annexures shall deemed to be an integral part of this Agreement:-
  - (a) Appendix A Admissions, treatment and rates in empanelled hospitals
  - (b) Appendix B. Procedure for taking action against medical facilities empanelled with ECHS.
  - (c) Appendix C. Agreement with respect to the Online Bill Processing.
  - (d) Appendix D. Format for Feedback on Empanelled Medical Facilities.
  - (d) Annexure I. List of Polyclinics which are authorized to issue the referral form.
  - (e) Annexure II. Attested photocopy of the relevant Annexure to the Government Sanction Letter for Empanelment giving out the facilities for which the hospital / diagnostic / imaging facility is empanelled for.
  - (f) Annexure III. Rate List (CGHS /Negotiated rates provided less than CGHS rates/ECHS rates).
- 2. <u>Definitions and Interpretations</u>. The following terms and expressions shall have the following meanings for purposes of this Agreement:-
  - (a) "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
  - (b) "Medical Facility" shall mean Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centreetc under this agreement providing medical investigation, treatment and the health care for ECHS beneficiaries.
  - (c) "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the policies/rulings issued by Central Org ECHS/Govt of India (MoD).
  - (d) "Bill Processing Agency" (BPA) means the agency appointed by ECHS for processing of Bills/ Data of all ECHS beneficiaries attending the empanelled Private medical facilities.
  - (e) "Card" shall mean the ECHS Card / authorization document issued by ECHS authority.
  - (f) "Card Holder" shall mean an entitled person having a ECHS Card/authorization document.
    (g) "ECHS Beneficiary" shall mean a person who is eligible for coverage of ECHS and holds a valid ECHS card/authorization document for the benefit.

    Go Card

Directo
Regional Central ECHS
c/o AF Stri Jalanalii (West)
Bangalore - 560 015
PIN - 937 410

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KLE V.K. Institute of Dental Sciences
Nehru Nagar, BELAGAVI-590010.

- (h) "Coverage" shall mean the financial limit under ECHS scheme for treatment of ECHS beneficiaries. Scheme being capless and cashless, no charges will be levied on ECHS beneficiary by Empanelled medical facility even in emergency, when ECHS beneficiary gets admitted/treated for a particular specialty which is not empanelled.
- (j) "Diagnostic Centre" shall mean the (Name of the Diagnostic Centre) performing tests/Investigations.
- (k) "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray, CT Scan, MRI, USG, etc.
- (I) **Emergency**. Emergency shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- (m) "Empanelment" shall mean the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc authorized by the ECHS for treatment/ investigation purposes for a particular period.
- (n) "Dis-empanelment of Medical Facility" shall mean removal of Empanelled medical facility on account of adopting unethical practices or fraudulent means in providing medical treatment to ECHS beneficiary or not following the good industry practices of the health care for the ECHS beneficiaries or violation of MoA or being beyond the requirement of ECHS as decided by Central Org, ECHS.
- (o) "Party" shall mean either the ECHS or the medical facility and "Parties" shall mean both the ECHS and the medical facility.
- (p) "Health Care Organization (HCO)" shall mean the (name of the hospital) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

### **Conditions for Providing Treatment/Services**

- General Conditions. The following will be governed in general conditions:-
  - (a) The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall be empanelled for all facilities/services available in the healthcare organization as approved by NABH/NABL/QCI and shall not be empanelled for the selected specialities/facilities.
  - (b) Hospital being NABH/NABL Accredited, would offer all the services within NABH/NABL Scope to ECHS beneficiaries in order to claim NABH/NABL rates, failing which, they will be entitled for Non-NABH/Non-NABL rates.
  - (c). The Hospital will be paid NABH/NABL rates subject to continued accreditation by NABH/NABL. If renewal of NABH/NABL Accreditation is not submitted prior to the expiry of current scope, Hospital will be paid Non NABH/Non NABL rates. Renewed NABH/NABL Scope will be ratified by MoD in the form of GL Note to enable payment at NABH/NABL rates.
  - (d) The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall investigate/treat the ECHS beneficiary enly for the condition for which they are referred with due authorization letter.

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- (d) In case of unforeseen emergency of these patient during admission for approved 'procedure, provisions of emergency treatment' shall be applicable.
- (e) It is agreed that ECHS beneficiaries shall be attended to on PRIORITY.
- (f) ECHS has the right to monitor the treatment provided in the HCO.
- 4. CGHS empanelled hospitals on empanelment with ECHS will adhere only to the ECHS empanelment norms for ECHS beneficiaries.
- 5. <u>Authorization Letter for Treatment</u>. The treatment/procedure shall be performed on the basis of the authorization letter issued by the concerned ECHS Polyclinic and on the production of a valid ECHS card by the beneficiary.
- 6. <u>Investigation Prior to Admission</u>. All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure as a part of package.
- 7. Additional Procedure/Investigation. For any material/additional procedure/investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority except in the emergency.
- 8. Procedure Where Referred Case Needs Specialized Treatment Not Available in The Hospital. HCO shall not undertake treatment of referred cases in specialities which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to ECHS authorities. However, in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.
- 9. Admissions, Treatment and Rates in Empanelled Hospitals. Admission, treatment and rates in empanelled hospitals will be guided by the provisions mentioned in Appendix A.
- 10. Revision of Rates. The medical facility is not at liberty to revise the rates suo moto. The Rates fixed by the CGHS/ECHS shall continue to hold good unless revised. In case the notified rates are not acceptable to the empanelled medical facility, or for any other reason, the medical facility no longer wishes to continue on the list under ECHS, it can apply for exclusion/removal from the panel by giving 30 days notice. However, for patients undergoing treatment in the hospital shall continue to avail the treatment till the individual is discharged.

### **Emergency Admission**

11. In emergency, patient shall be admitted and life & limb saving treatment will be given on production of ECHS card by the members, even in the absence of referral form. In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member or a pensioner availing ECHS facilities. The refusal to provide the treatment to bonafide ECHS beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment. The treatment should not be delayed even if the ECHS beneficiary is not in possession of the ECHS card which can be brought later. All emergencies will be treated on cashless basis till stabilization even if the specialty concerned for management of the case is not empanelled. The hospital will inform the **nearest Polyclinic / Online** about such emergency admission within 02 (Two) hours or as amended from time to time. Payments will NOT be recovered from ECHS patient in such cases. The following ailments may be treated as an **emergency which is illustrative only and not exhaustive**, depending on the condition of the patient:-

(Manoj Kristma A Pillai) Gp Capt Director Regional Centre ECHS c/o AF Stn Jalahalli (West) Bangalore - 560 015 PIN - 937 410

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- (a) Acute Cardiac Conditions/Syndromes including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade. Acute Left Ventricular Failure/Severe Congestive Cardiac Failure. Accelerated hypertension, complete dissection of Aorta etc.
- (b) Vascular Catastrophies including Acute limb ischemia, Rupture of aneurysm, medical & surgical shock and peripheral circulatory failure.
- (c) Cerebro-Vascular Accidents including strokes, neurological emergencies including coma, cerbro-meningeal infections, convulsions, acute paralysis, acute visual loss.
- (d) Acute Respiratory Emergencies including Respiratory failure and de-compensated lung disease.
- (e) Acute abdomen including acute obstetrical and gynecological emergencies.
- (f) Life threatening injuries including Road traffic accidents, Head injuries, Multiple Injuries, Crush Injuries and thermal injuries etc.
- (g) Acute poisonings, Monkey/Dog and snake bite.
- (h) Acute endocrine emergencies including Diabetic Ketoacidosis.
- (j) Heat stroke and cold injuries of life threatening nature.
- (k) Acute Renal Failure.
- (I) Severe infections leading to life threatening sequelae including Septicemia, disseminated/military tuberculosis etc.
- (m) Acute Manifestation of Psychiatric disorders. [Refer Appx `D' of Central Organisation letter No B/49778/AG/ECHS/Policy dated 13 Nov 2007.]
- (n) Dialysis treatment.
- (o) Any other condition in which delay could result in loss of life or limb. In all cases of emergency, the onus of proof lies with the Empanelled hospital.
- 12. **Appropriateness of Emergency**. The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority including while processing of hospital bills. In case emergency is not proved, disciplinary action against the medical facility may be initiated including penal deductions.
- 13. "Entitlements for Various Types of Wards". ECHS beneficiaries are entitled to facilities of private, semi-private or general ward as per category given below as per Gol/MoD letter No 22D(04)/2010/WE/D(Res-I) dt 29 Dec 2017:-

SI No	Category	Ward Entitlement
(i)	Recruit to Havs & equivalent in Navy & Air Force	General
(ii)	Nb Sub/ Sub/ Sub Maj or equivalent in Navy & AF (including Hony Nb Sub/ MACP Nb Sub and Hony Lt/ Capt)	Semi Private
(iii)	All officers	Private

(Mano Krist na A Pillai)
Gp Capt
Director
Regional Centre ECHS
c/o AF Stn Jalahalli (West)
Bangalore - 560 015

PIN - 937 410

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Nehru Nagar, BELAGAVI-590010.

### Definitions of Wards are as Under:-

- (a) <u>Private Ward</u>. Private ward is defined as hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa set, carpet, etc. as well as a bed for attendant. The room has to be air-conditioned.
- (b) <u>Semi Private Ward</u>. Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toiled facilities and necessary furnishing.
- (c) General Ward General ward is defined as a hall that accommodates four to ten patients.

Treatment in higher Category of accommodation than the entitled category is not permissible except if on payment to hospital by beneficiary of the difference between entitled category rates and the actually availed rates on the beneficiaries choice.

# Information to Be Provided to The BPA by Hospitals

- 14. **Emergency Admissions.** Hospital will intimate to the BPA and to ECHS within two (02) hours of such admission and the BPA will respond with due authorization in four (04) hours. Treatment in no case would be delayed or denied because authorization by the BPA is only confirmation of the e-work flow in respect of such patient. Post discharge the hospital would upload bills and other documents as the requirements of ECHS within the time lines laid down.
- 15. **Referred Admissions.** Where the ECHS beneficiary visits the hosp with a proper referral and authorisation letter, the hospital will verify and submit information of admission to the BPA and to ECHS online. The BPA would respond with an authorization within four (04) hours. Post discharge the hospital would upload bills and other documents as per the requirements of ECHS within the time lines laid down.
- 16. Processing of Claims/Bills By The BPA. The BPA during the course of auditing will restrict the claims as per ECHS/CGHS/Govt of India (MoD) rules and regulations. BPA will also examine in terms of following:-
  - (a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
  - (b) Whether the planned treatment is shown as emergency treatment.
  - (c) Whether the diagnostic medical or surgical procedures that were not required were conducted by hospital including unnecessary investigations.
  - (d) Maintaining database of such information of ECHS beneficiaries for future use.
  - (e) Whether the treatment procedures have been provided as per the approved rates and the packages.
  - (f) Whether procedures performed were only those for which permission has been granted.
- 17. Procedure for taking action against medical facilities empanelled with ECHS will be governed vide MoD/DoESW letter No. 25(02)/2018/WE/D (Res-1) dated 10.10.2019 given in **Appendix B**.

# **Duties and Responsibilities of Empanelled HCO**

18. It shall be the duty and responsibility of HCO at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and health care and to have all statutory/mandatory/licenses, permits or approvals of the concerned authorities under or as per the existing law.

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KLE V.K. Institute of Dental Sciences
Nehru Nagar, BELAGAVI 500010

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- 19. The HCO shall not assign in whole or in part, its obligations to perform under the agreement, except with the ECHS's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the ECHS. Any such assignment shall not relieve the HCO from any liability or obligation under this agreement.
- 20. Services Being Provided Hosp by KLE Vishwanath Katti Institute of Dental Sciences ( A Unit of KLE Deemed University), JN Medical College, Nehru Nagar, Belgaum-590010 Name of Medical facility) NON NABH is recognized under ECHS for treatment of the ECHS members and their dependant beneficiaries for Services attached at Annexure II (Copy of the relevant Annexure to the Government Sanction Letter to be attached) (subject to the conditions hereinafter mentioned) NABH hospital to get NABL rates and their integrated laboratory have to be NABL accreditated. The hospitals would follow the rules and procedures as mentioned in the Policies uploaded on the ECHS Site (www.echs.gov.in) including SOP for Online Billing / Authentication / integration with other application of ECHS and amendments issued from time to time. ECHS has all rights to install any equipment/device in the premises of empanelled medical facilities for the benefit of ECHS beneficiaries. Necessary support including expenditure on infrastructure and manpower will be provided by the concerned Medical Facilities by given date without any additional lien on agreed MoA. The facility will be developed by the empanelled facility by the date and time as specified by Central Org ECHS.
- 21. <u>Notification of Nodal Officers</u>. Empanelled hospital shall notify three Nodal officers for ECHS beneficiaries, one of them must be holding the designation of owner/CEO, who can be contacted by ECHS beneficiaries in case of any eventuality. Any change in these Nodal officers must be intimated to the Regional Centreimmediately so that the respective Polyclinics can be informed of the same. These details must also be displayed boldly at the reception of the empanelled hospital.

The name, designation, email id and mobile number of the Nodal Officers will be specified as under:-

SI	Name	Designation	Mobile No	Email ID
(a)	DR. PRABHAKAR B KORE	Owner/CEO	0 831 -244444	info@Kledental
(b)		MS/Dy MS/Addl MS		
(c)	DR. ALKA KALE	Corporate Affairs/ Auth Signatory	- 10 alic	Principal @ Kledenta - bam - edu. in

- 22. Annual Report. HCO will submit an annual report regarding number of referrals received, admitted ECHS beneficiaries, bills submitted to the ECHS and payment received, details of monthly report submitted to the Additional Directors/Joint Additional Directors ECHS of concerned city. Annual audit report of the hospitals will also be submitted along with the statement. HCO shall submit all the medical records in digital format.
- 23. <u>EMR (Electronic Medical Records)/ EHR (Electronic Health Reports).</u> The empanelled Health Care Organization (Except Eye Hospital/Centre, Dental Clinics, Diagnostic Lab/Imaging Centres) shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by Ministry of Health & Family Welfare within one year of its empanelment.
- 24. **No Commercial Publicity**. HCO will not make any commercial publicity projecting the name of ECHS. However, the fact of empanelment under ECHS shall be displayed at the premises of the empanelled Health Care Organization.
- 25. <u>Meetings</u>. Authorized signatory / representative of the empanelled hospital shall attend the periodic meetings held by Regional Centre required in connection with improvement of working conditions and for Redressal of Grievances. Concerned billing staff must also attend such periodic interactive sessions conducted by the Regional Centers as to resolve the outstanding issues.
- 26. Inspections. There shall be continuous Medical Audit of the services provided by the empanelled medical facility. During the visit by authorized representative of Polyclinics/ Stn Cdrs/ Regional Centres/ Central Organization including BPAisthe empanelled medical facility authorities will cooperate in carrying out the inspection. It shall be the duty and responsibility of the empanelled medical facility (Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre,

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KLE V.K. Institute of Dental Sciences
Nehru Nagar BELAGAVI-590010

Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre) at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws".

- 27. Integrity and Obligations of Empanelled Medical Facilities During Agreement Period. The empanelled medical facility is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The medical facility is obliged to act within its own authority and abide by the directives issued by the ECHS. The medical facility is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.
- 28. **Application Form for Empanelment**. The terms and conditions stipulated in the Application for Empanelment with ECHS shall be read as part of this agreement.
- 29. Agreement with respect to the Online Bill Processing & Patient Feedback. The medical facility must abide by the instructions as given at Appendix C i.e. Agreement with respect to the Online Bill Processing. The Bill Processing fees will be charged as per the rates given in the above mentioned Appendix. ECHS reserves the right to revise these charges from time to time. All digitally signed bills will be uploaded on BPA's portal and the summary of final bills will be authenticated and duly signed along with Mobile Number by the primary beneficiary or any of the dependent holding a valid ECHS card. For Diagnostic labs having multiple collection Centre and providing reports online, the referral issued by polyclinic will be authenticated and duly signed along with the Mobile Number by the beneficiary on the referral at the time of collection of sample. The same will be uploaded on the BPA portal. All IPD patients will be provided feedback proforma as per format given at Appendix D. The feedback proforma is to be obtained from the patient or any of the dependent holding a valid ECHS card. The feedback proforma is mandatorily to be attached with the bills on the BPA portal, failing which the claim will be forwarded to NMI basket. A Mobile Application for ECHS beneficiaries is also being developed which will enable beneficiaries to submit feedback through online mode which will be integrated with the BPA portal.
- 30. The hospital shall raise bills in the BPA portal online in respect of the treated ECHS members, within seven days of the completion of the treatment/discharge of the patient or last OPD date.
- 31. **TDS**. Tax deduction at source as per Section 194J of the Income Tax Act, 1961 for Technical (Medical Expense) and professional Services fee for bills submitted for payment, shall be deducted after processing for reimbursement. Any other instructions issued by Govt authorities are binding.
- 32. Changes in Infrastructure / Staff To Be Notified To ECHS. The medical facility shall immediately communicate to Regional Centre about any closure of empanelled facility/renovation of infrastructure/shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location. The new establishment of the same Hospital shall attract a fresh certification from QCI/NABH/NABL etc. for consideration of continuation of empanelment.
- 33. Retention of Payment. The ECHS shall have a lien and also reserves the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the ECHS may have against the hospital under this or any other agreement. Retention of payment for audit liabilities/beneficiary liabilities or any other liability will be done by ECHS. In case dues against the empanelled facility is higher than the credit facility, empanelled facility will ensure payment.
- Audit by ECHS. The hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final. Any third party / internal organization hired / ordered by ECHS authorities to carry out surprise inspection / audit of the facility will be provided access to Medical as well as financial records by the empanelled hospitals. All medical documents / records / bills pertaining to the ECHS beneficiary will be retained in hard copy as well as soft copy till finalization of audit by CAG / CDA. No record shall be destroyed without obtaining written confirmation from Central Organization ECHS.

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Nehru Nagar, BELAGAVI-500040

- 35. **Performance Bank Guarantee(PBG)**. Healthcare organization that are recommended for empanelment after the initial assessment shall also have to furnish a Performance Bank Guarantee valid for a period of 30 months, i.e six months beyond empanelment period to ensure efficient service and to safeguard against any default. Following PBG will be applicable:-
  - (a) CGHS covered cities/area

(i) Hospitals - 10.00 Lakhs

- (ii) Eye/Dental/Physio Centers, Diagnostic/ Imaging Labs- 2.0 Lakhs
- (b) Non-CGHS covered cities/area/other cities/Nepal; the following graded PBG system would be followed

(i) Hospitals

chooses not to defend the case.

- 2.0 Lakhs

(ii) Eye/Dental/Physio Centres, Diagnostic/ Imaging Labs

0.5 Lakhs

(PBG for Charitable Hospitals/Organizations would be 50% of above amount)

Auth: C Org ECHS Letter No. B/49771/AG/ECHS/Emp dated 18 Jun 2021

- 36. Forfeiture of PBG. Action to be taken against hospitals regarding Forfeiture of PBG is indicated in Appendix B.
- 37. The Performance Bank Guarantee shall be forfeited and the ECHS shall have the right to de-recognize the medical facility as the case may be. Such action could be initiated on the basis of a complaint, input from other sources, medical audit or inspections carried out by ECHS teams at random. The decision of the Ministry of Defense, Department of ESW in this regard shall be final.
- 38. Indemnity. The empanelled medical facility shall at all times, indemnify and keep indemnified ECHS / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the medical facility in execution of or in connection with the services under this Agreement and against any loss or damage to ECHS/the Government in consequence to any action or suit being brought against the ECHS / the Government, alongwith (or otherwise), medical facility as a Party for anything done or purported to be done in the course of the execution of this Agreement. The medical facility will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ECHS from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the medical facility negligence or misconduct. The medical facility will pay all indemnities arising from such incidents without any extra cost to ECHS and will not hold the ECHS responsible or obligated. ECHS / the Government may at its discretion and shall always be entirely at the cost of the medical facility defend such suit, either jointly with the medical facility enter or singly in case the latter
- 39. **Dissolution of Partnership**. Should the medical facility get wound up or partnership is dissolved, the ECHS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the medical facility or their heirs and legal representatives from the liability in respect of the services provided by the medical facility during the period when the Agreement was in force. The medical facility shall notify the Regional Centre of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.
- 40. <u>Modification to Agreement</u>. This agreement may be modified or altered only after written confirmation from Central Org ECHS.
- 41. **Termination of Agreement**. The Regional Centre will obtain written concurrence of the Central Organisation, ECHS before taking the any decision of terminating the Agreement. The ECHS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the medical facility terminate the Agreement in whole or part without assigning any reason after giving 30 days notice:-

Regional Conte ECHS c/o AF Sta dalahalli (West) Bangalore - 560 015 PIN - 937 410

alahalli (West) KLE V.K. Institute of Dental Sciences
Nehru Nagar, BELAGAVI-590010

# (a) Termination For Default.

- (i) If the empanelled medical facility fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement or within any extension thereof if granted by the ECHS pursuant to Condition of Agreement.
- (ii) If the medical facility in the judgment of the ECHS has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- (iii) Bribe or Malpractice. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the medical facility or any of them for their agent or anyone else on their behalf to any member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall, notwithstanding any criminal liability which the medical facility may incur, cancel and/or terminate this Agreement and/or any other agreement entered into by the ECHS holding the medical facility liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the medical facility.
- (iv) In case of any wrong doings as specified in Memorandum of Agreement by one medical facility of a particular group, ECHS reserves the right to remove all empanelled medical facility of that particular group from its empanelled list of medical facility.
- (v) If the medical facility fails to perform any other obligation(s) under the Agreement.
- (b) **Dis-Empanelment**. Appropriate action, including removal from ECHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ECHS teams / appointed BPA (Bill Processing Agency).
- (c) <u>Notice for Termination of Agreement</u>. The Agreement may be terminated by either party serving 30 days notice in writing, upon the other party and the notice given by the EHCS shall be valid if given and signed by the competent authority on behalf of the ECHS.
- (d) <u>Authority to Issue Notice</u>. Subject as otherwise, provided in this contract, all notices may be given or taken by the ECHS or by any officer for the time being entrusted with functions of ECHS.
- (e) <u>Delivery of Notices</u>. All notice and reference hereunder shall be deemed to have been duly served and given to the medical facility if delivered to the medical facility or their authorized agent or sent by registered post/speed post to the address of the hospital stated hereinbefore and to the ECHS if delivered to the Director, Regional Centre ECHS or sent by registered post/speed post or left at his office during office hours on any working days. Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post to the other Party's address as below (in case of change in address, the same will be informed immediately to the other Party). The confirmation for this effect/ delivery notice be given on email or any other digital means of communications will also be held valid:-

Address of Medical Facility	Address of the Regional	
	Centre	
KLE Vishwanath Katti Institute of Dental Sciences	RC ECHS Bangalore	
( A Unit of KLE Deemed University), JN Medical	C/o Air Force Station Jalahalli	
College, Nehru Nagar, Belgaum-590010	Jalahalli West	
(Manoj Krishna A Piliai)	Bangalore-560015	

Director
Regional Center HS
c/o AF Stn Jatohalli (West)
Bangalore - 560 015
PIN - 937 410

KLE V.K. Institute of Dental Sciences
Nehru Nagar, BELAGAVI-590010.

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- 42. **Arbitration**. Any dispute or difference whatsoever arising between the parties to this agreement out of our relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be resolved between the empanelled facility and the Regional Centre with mutual deliberation. If any of the party in not satisfied, the matter will be referred to Central Org ECHS for arbitration by mutual deliberation. Even after this, if the issue remains unresolved, it will be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on appointment of the Arbitrator within a period of one month from notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made hereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act. 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi. Non adherence of this process will be considered adequate for termination of contract after 30 days notice.
- 43. Administrative Cost. The administrative cost of the documentation and creation of all infrastructure including manpower & hardware resources and bandwidth as well as recurring and all other expenses required by the medical facility for the purpose of this Agreement shall be borne by the medical facility.
- 44. **Retention of Agreement**. The Original copy of this Agreement shall be kept at the office of Director, Regional Centre ECHS, Bangalore and a true copy shall be retained in the office of the medical facility. One extra copy to be provided at CO ECHS. Once diglocker concept is implemented, the docs can be kept in digilocker as well.
- 45. **Duration of Agreement**. This Agreement shall remain in force for a period of 02 years from 21 Nov 2023 to 20 Nov 2025 extendable on mutual agreement depending upon under mentioned conditions (whichever is the earliest):-
  - (a) Two years or
  - (b) Till the Performance Bank Guarantee is valid or
  - (c) In case of CGHS Empanelled medical facilities, the date till empanelment with CGHS is valid. In case of CGHS Empanelled medical facilities, such medical facilities will inform the Regional Centre whenever their CGHS Empanelment expires and that they will automatically apply for renewal of CGHS Empanelment.
  - (d) Till central/ State Govt does not suspend/terminate the facilities for conduct of medical business.
- 46. The empanelled facility will give copy of all diagnostic tests results, incl MRI/X-Ray/USG etc along with treatment rendered besides discharge summary and summary of bills to the beneficiary for further management of patient without any extra cost.

### Miscellaneous

- 47. In addition to the above the following miscellaneous aspects will be applicable:-
  - (a) The healthcare organization agrees that any liability arising due to any default or negligence will not represent or hold itself as agent of the ECHS.
  - (b) ECHS will not be responsible in any way for any negligence or misconduct of the healthcare organization and its employees for any accident, injury or damage sustained or suffered by any ECHS beneficiary of any third party resulting from or by any operation conducted by and on behalf of the hospital or in the course of doing its performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and or deficiencies and rendering such services.

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Nehru Nagar RELACAVI Sciences

- (c) Hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall notify to the ECHS of any material change in the status where such change would have an impact on the performance of obligation under this Agreement.
- (d) This Agreement can be modify or altered only on written Agreement signed by both the parties.
- (e) Should the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc get wound up or partnership is dissolve, ECHS shall have the right to terminate the Agreement. The termination of agreement shall not relive the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Healthcare organization during the period when the Agreement was in force.

In witness whereof, Director, Regional Centre ECHS, Bangalore for and on behalf of the President of India and the above named medical facility have hereunto set their respective hands and seal the date and year first above written.

(Manoj Kristina A Pillai)
Gp Capt
Director
Regional Centre ECHS
c/o AF Stn Jalahalli (West)
Bangalore - 560 015
PIN - 937 410

Signature of Director, Regional CentreECHS the President of India (With stamp of Name & Designation)

dhal

Signature of Authorized Signatory of the for behalf of and in Hosp (With stamp of name & Designation)

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Nehru Nagar, BELAGAVI-590010

Witness of the signature of Director, RC (With stamp of Name & Designation)

ECHS Regional Centre Bangalore Witness to the signatory of the Hospital (With stamp of Name & Designation)
Dr. SUVIDHA PATIL

ECHS Co-ordinator
KLE Institute of Dental Sciences
BELAGAVI

PRINCIPAL
KLE V.K. Institute of Dental Sciences
Nehru Nagar, BELAGAVI-590010.

Annexure-I (Refers to Paragraph 1 of Appendix of Memorandum of Agreement)

# LIST OF POLYCLINICS UNDER THE REGIONAL CENTREBANGALORE

The following Polyclinics are authorized to issue referrals directly to the Empanelled Medical Facilities (Due to change in command & control matrix, grouping of Polyclinics under a Regional Centre, ECHS may change and therefore the facility will remain open only to those Polyclinics which are under concerned Regional Centreunless otherwise specified):-

- (i) ECHS Polyclinic, Bangalore (U)
- (ii) ECHS Polyclinic, Tumkur
- (iii) ECHS Polyclinic, Yelahanka
- (iv) ECHS Polyclinic, Shimoga
- (v) ECHS Polyclinic, Mangalore,
- (vi) ECHS Polyclinic, MEG &Centre
- (vii) ECHS Polyclinic, Madikeri
- (viii) ECHS Polyclinic, Virajpet
- (ix) ECHS Polyclinic, Belgaum
- (x) ECHS Polyclinic, Dharwad
- (xi) ECHS Polyclinic, Bijapur
- (xii) ECHS Polyclinic, Hassan
- (xiii) ECHS Polyclinic, Mysore
- (xiv) ECHS Polyclinic, Kolar
- (xv) ECHS Polyclinic, Gulbarga

(Manoj Krishma Gp Capt

Op Capt Director

Regional Centre ECHS c/o AF Stn Jalahalli (West) Bangalore - 560 015

PIN - 937 410

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### ADMISSION AND TREATMENT IN EMPANELLED HOSPITALS

- 1. **ECHS Polyclinics Initiating Referrals**. Medical facility shall investigate / treat the ECHS beneficiaries only for the condition(s) for which they are referred with due referral form issued from either of the polyclinics as per **Annexure-I** attached. The referred cases would be issued referral form duly signed by Medical Officer and Officer-in-Charge of Polyclinic under his seal and signature bearing name also (in the online M/S System signature of MO may not be there on the referral form. However, OIC Polyclinic signature/stamp has to be present on referral form). The referrals generated online over the ECHS mobile application / customized application of ECHS for referrals shall be integrated into the hospitals HIS and referrals will be activated after authentication of the beneficiary through the authentication system deployed in the medical facility premises.
- 2. HCO will provide the facilities as per Government Sanction Letter attached at Annexure II.
- 3. HCO will establish the following set up:-
  - (a) The HCO will set up a help-desk for beneficiaries within 07 days of signing of this agreement. This help-desk must be situated in the facility of the HCO in such a way that it is easily visible, easily accessible to the beneficiaries.
  - (b) The help desk will be equipped with all the necessary hardware and software as well as internet connectivity as required by BPA to establish the identity of the ECHS beneficiary. Specifications of necessary hardware and software have been provided in Appx 'B'.
  - (c) The help desk shall be manned by an Arogya Mitra (AM) for facilitating the beneficiary in accessing the benefits. Arogya Mitra will need to be hired by the HCO at their own cost and they should get them trained before starting the operations. The guidelines for engagement of Arogya Mitras are as follows:-
    - (i) Receive beneficiary at the HCO.
    - (ii) Guide Beneficiary regarding ECHS and process to be followed in the HCO for taking the treatment.
    - (iii) Carryout the process of Beneficiary identification for such persons who are beneficiaries of ECHS.
    - (iv) Take photograph of the beneficiary.
    - (v) Carryout the Aadhaar based identifications for such beneficiaries who are carrying Aadhaar.
    - (vi) If the person is not carrying Aadhaar, carryout the identification through other defined government issued ID.
    - (vii) Scan the identification documents as per the guidelines and upload through the software.
    - (viii) Send the result of beneficiary identification process to Polyclinic for approval.
    - (ix) After getting confirmation from polyclinic refer the patient to doctor for consultation.
    - (x) On advice of the doctor admit the patient in the HCO.
    - (xi) Enter all the relevant details of package and other information as provided by the doctor on the ECHS software.

A Source ECHS

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- At the time of discharge enter all the relevant details and discharge summary in the (xii) ECHS software.
- If one or more treatment procedures form part of a major treatment procedure, package charges 4. would be made against the major procedures and only half of approved charges quoted for other procedures would be added to the package charges of the first major procedure.
- Empanelled facility will prescribe generic medicines. Branded medicines may be prescribed when no generic is available or absolutely essential.
- 6. An empanelled facility whose rates for a procedure/test/facility are lower than the approved rates shall charge the beneficiaries as per actual. If the beneficiary willingly prefers a medical facility which is in excess of approved/ package deal rates, the excess charges would be borne by the beneficiaries.
- Any legal liability arising out of services availed by ECHS beneficiary shall be dealt with by the empanelled facilities who shall alone be responsible. ECHS will not have any legal liability in such cases.
- Further Referral to Other Hosps. The hospital would not refer the ECHS cases further to other 8. institute, and if it does so, it will be at their own arrangements and ECHS would not be responsible to the other institute for any liability. Payment for such outsourced services will be made by the empanelled hospital and charges at CGHS rates will be applicable. The expenditure of such institutes will be paid by the empanelled facility and will not be recovered from the patients. Payment in such cases would also be restricted to CGHS/AIIMS/ECHS approved rates only as the case may be.
- 9. Refusal to Treat ECHS Patients. The hospital would not refuse for treatment/procedures/ investigation to referred cases on flimsy ground. The refusal to provide the treatment to bonafide ECHS Beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without any valid ground, would attract disciplinary action including disgualification for continuation of empanelment. In case of non availability of bed, the empanelled facility will transfer the patient to some other facility as selected by the patient with its own transport arrangement. In addition, following will also be adhered to:-
  - The Hospital would itself obtain prior approval required for those procedures, implants and tests not listed in CGHS rate list and for extended hospitalization, and will not ask ESM or his/her representative for this purpose.
  - (b) The hospital would prescribe Generic Medicine as far as possible and desist from intending to write and prescribed branded medicines.
  - (b) The hospital would provide treatment to ECHS members referred from all the polyclinics under AOR of the Regional Centre.
- Documentation during Admission Responsibility of Hospital. Any documentation required during the admission of the patient, for example obtaining sanction for unlisted procedures, permission for extended admission, implants etc will be carried out by hospital itself and patient or his/her attendants would not be made to obtain these on behalf of the hospital. The hospital can send these documents through online / mobile application / e-mail / fax for obtaining in-principle approval followed by hard copy to be sent to concerned polyclinic/ authority. The treatment should not stop / delayed for want of such approvals/sanctions. The hospital should justify the procedure/treatment carried out in such cases. In case of operationalisation of digital process, as and when implemented, physical copies may not be required. However, decision of ECHS authority will be final.

**ECHS Package Rate** 

"Package Rate" As issued by CGHS/ECHS/AIIMS rates shall mean all inclusive - including lump sum cost of inpatient treatment/day care/diagnostic procedure for which a ECHS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to); wish A Pillai)

Registration Charges. (a)

Director Regional Centre ECHS

Gp Cap

(b) Admission Charges. C/o AF Stn Jalahalli (West) KLE V.K. Institute of Dental Sciences Nehru Nagar, BELAGAVI-590010

Bangalore - 560 015 PJN - 937 410

- (c) Accommodation charges including patient diet.
- (d) Operation charges.
- (e) Injection Charges.
- (f) Dressing Charges.
- (g) Doctor/Consultant visit charges.
- (h) ICU/ICCU charges
- (j) Monitoring Charges.
- (k) Transfusion and Blood processing charges.
- (I) Pre-Anesthetic Checkup and Anesthesia Charges.
- (m) Operation Theater Charges.
- (n) Procedural Charges/Surgeon's fee.
- (o) Cost of surgical disposables and all sundries used during hospitalization.
- (p) Cost of medicines and consumables.
- (q) Related routine and essential investigation.
- (r) Physiotherapy charges etc.
- (s) Nursing Care charges etc.
- 12. Package rate also includes two pre operative consultations and two post operative consultations.
- 13. Cost of implants/stents/grafts is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower. In case a beneficiary demands a specific Brand of Stent/Implant and gives his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable.
- 14. <u>Implants and Medicines</u>. The medical facility will enclose pouches/stickers/warranty certificate from supplier in case of implants/stents where to be paid in addition to package rate. No medicines will be charged more than MRP. MRP of medicines/ consumables will be checked/ compared with rates quoted in CIMS/MIMS/NPPA/standard online drug website by BPA and ECHS authorities. All Medicines/Equipment costing more than 5000/- (Rupees five thousand) per unit will be supported by certificate from the medical facility that these have been charged at the rate less than or equal to MRP. Discount on medicines and consumables should be provided, if approved by Govt.
- 15. During in-patient treatment of the ECHS beneficiary, the hospital will not ask the beneficiary or his/her attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement:-

(a) Toiletries.

(b) Sanitary Napkins.

(c) Talcum Powder.

(d) Mouth Fresheners'.

(Mago Krishna A Pillai)

PRINCIPAL

Director
Regional Centre ECHS

KLE V.K. Institute of Dental Sciences
Rehru Nagar, BELAGAVI-590010

c/o AF Stn Jatahalli (West) Bangalore - 560 015

PIN - 937 410

- 16. In case of conservative treatment/where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AIIMS rates, if there is no CGHS rate for a particular item.
- 17. The services would be extended on billing system to referred cases for agreed upon period. Charges would be levied for a particular procedure / package deal as prescribed by the CGHS as per rates approved by ECHS (Annexure III attached). Under no circumstances will rates be exceeded. Where CGHS rates are not available AlIMS rates / (TATA MEMORIAL HOSPITAL rates for Oncology Cases) will be applicable. If no rates are available then particular hospital rates will be applicable. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at <a href="http://msotransparent.nic.in/cghsnew/index.asp">http://msotransparent.nic.in/cghsnew/index.asp</a>. The rate being charged will not be more than what is being charged for same procedure from other (non-ECHS) patients or Organizations'. The rates fixed by Govt. regulator will be binding.
- 18. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/faulty investigation procedure etc.
- 19. Package rates envisage up to maximum duration of indoor treatment as follows:-
  - (a) Up to 12 days for Specialized (Super Specialties) treatment.
  - (b) Up to 07 days for other Major Surgeries.
  - (c) Up to 03 days for Laparoscopic surgeries/elective Angioplasty/normal deliveries and 01 day for day care/Minor (OPD) surgeries.
- 20. However, if the beneficiary has to stay in the hospital for his/her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visit per day per visit by specialists/consultants) and cost of medicines for additional stay.
- 21. The empanelled health care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid ECHS Card with prior permission or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of specific brand chosen by CGHS beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospitals.
- 22. If any empanelled health care Organization charges from ECHS beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc, which are purchased from external sources, based on specific authorization of treating doctor/staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.
- 23. <u>Allopathic System of Medicines</u>. The rates will be applicable for allopathic system of medicine only.
- 24. <u>Monitoring of Treatment</u>. ECHS has the right to monitor by all possible means the treatment provided in (the Private Hospitals, exclusive eye hospitals/centres, exclusive dental clinics/labs, Diagnostic Laboratories/ Imaging centres, etc) a medical facility.
- 25. No Purchase of Medicines by ECHS Beneficiaries. During treatment/ investigation/ procedures of the ECHS beneficiaries, the empanelled medical facility shall not ask the members to purchase separately the medicines, blood & blood products from outside but bear the cost on its own, as the scheme being capless and cashless for the ECHS beneficiary and package deal rate fixed includes the cost of drugs, surgical instruments (and other medicines etc as given in the SOP for online billing and amendments issued from time to time? Capt

C/o LP Stn Jalahalli (Weski E V.K. Institute of Dental Sciences Bangalore - 560 015 Nehru Nagar, BELAGAVI-590010.

- 26. **Second Procedure Minor Procedure**. If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for the other procedures would be added to the package charges of the first major procedure. In case procedure is carried of in/on paired limb/organ, full payment for both will be made.
- 27. The revised rates and policies governing the CGHS rates being notified by Govt of India, Ministry of Health and Family Welfare and Ministry of defence from time to time will be incorporated by default.

(Manoj Krishna A Pil'-Gp Capt Director Regional Centre ECHS c/o AF Stn Jalahalli (West)

Bangalore - 560 015 PIN - 937 410 PRINCIPAL
KLE V.K. Institute of Dental Sciences
Nehru Nagar BELAGAVI-590010

Appendix 'B'
(Refers to paragraph 17 of Memorandum of Agreement)

# Procedure for taking action against medical facilities empanelled with ECHS and delegation of powers thereof to MD, ECHS

- 1. The provisions regarding actions to be taken against private empanelled medical facilities in case of unsatisfactory performance / unethical practices/ medical negligence / violations of provisions of MoA are contained in the following orders of MoD:-
  - (a) Para 7 and para 13 of MoD letter No 22B (04)/2010/US (WE)/D (Res) dated 18.02.2011.
  - (b) MoD letter No 22D (04)/2011/US/(WE)/D (Res) dated 22.07.2011.
- 2. In continuation of the provisions contained in the above mentioned letters of MoD , the procedures for taking action against private empanelled medical facilities by CO ECHS and Ministry of Defence (MoD), Deptt of EX-servicemen Welfare (DoESW) and delegation of powers in this regard shall be as indicated in the following paragraphs
- 3. Cases of violation of conditions of MOA are categorized as Level I, Level II and Level III as under. It is clarified that the list is illustrative and not exhaustive.
  - (a) Level I Violations would include committing the following actions on the first occasion :-
    - Refusal of service.
    - (ii) Discrimination against ECHS beneficiaries vis-à-vis others.
    - (iii) Refusal of treatment on credit to eligible beneficiaries and charging directly from them.
    - (iv) Non authentication of ECHS beneficiaries through system as laid down by ECHS from time to time.
  - (b) Level II Violations would include the following offences :-
    - (i) Reduction in staff/ infrastructural/ equipment after empanelment with ECHS.
    - (ii) Undertaking unnecessary procedures.
    - (iii) Prescribing unnecessary drugs/tests.
    - (iv) Overbilling.
    - (v) Non submission of the report, habitual late submission or submission of incorrect data in the report.
    - (vi) Repetition of Level I violations despite issue of warning to the HCO by CO ECHS.
  - (c) <u>Level III</u> Violations would include repetition of Level I and Level II violations despite imposition of financial penalties and the following offences:-
    - (i) Not providing access to the financial and medical records to ECHS authorized persons during visit to the hospital / medical facility.
    - (ii) Criminal offences by staff of the hospital against any beneficiary or dependent, like rape, molestation etc.

Procedure for handling complaints.

5. While dealing with complaints, instructions of Central Vigilance Commission (CVC) on action on complaints shall be kept in mind. On receipt of a complaint whether directly or from MoD/DoESW against an empanelled hospital or as a part of surprise check, MD, ECHS shall seek preliminary inquiry report from the Director of Concerned Regional Centre. The inquiry shall be conducted by an Officer nominated by the Director of Concerned Regional Centre as authorized by MD, ECHS within a period of one month.

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KLE V.K. Institute of Dental Sciences
Nehru Nagar BELAGAVI-590010

- 6. If the complaint is found to be prima facie true but it is felt that the complaint is not conclusively proven on the basis of documents/statements and further detailed enquiry is required, then MD, ECHS shall order a detailed inquiry by an Officer of the RC other than the Officer who conducted the preliminary inquiry. If required MD, ECHS may constitute, / request appropriate authority to constitute a Board of Officer for this purpose which shall not include the Officer who conducted the preliminary inquiry. The inquiry Officer/Board shall issue detailed Show Cause Notice should clearly spell out the allegations and the conclusions of the preliminary inquiry together with the grounds on which such conclusions were reached. The inquiry Officer/Board shall make such inquiry as it deems fit. The Board shall also take statements of all the parties concerned. Finally the inquiry Officer/Board shall submit its findings along with all the documents, show cause notice, reply to show cause notice, statements made by the parties etc to Director Regional Centre. On receipt of this report, the Director, Regional Centre concerned shall submit the inquiry report along with his views/recommendations with detailed reasons to MD, ECHS.
- 7. Where the case is considered fit for issue of warning only or the complaint is proven in preliminary enquiry on the basis of documents/statements, detailed inquiry may be dispensed with by MD, ECHS.
- 8. MD, ECHS shall take the following course of action depending on the gravity of the lapse as indicated in para 4 above.
  - (i) In case of violations of level I nature, Director Regional Centre will issue a warning to the empanelled medical facility. Repetition of Level I violations will be treated as Level II violations.
  - (ii) If the violation is considered Level II in nature and proven in the enquiry with documentary evidences and/or statements, MD ECHS shall impose suitable financial penalty from the amount of PBG and / or impose 'Stop Referral' upto three months upon the medical facility concerned and submit the complete details of the case within seven working days to MoD/DoESW for information. However, the total amount of PBG shall be maintained by the hospital being a revolving guarantee.
  - (iii) If the lapse is of Level III nature, and proven in the enquiry with documentary evidences and /or statements, MD ECHS shall issue an order for forfeiture of total amount of PBG and / or issue an order of stop referral for a period of three months against the medical facility concerned and submit the complete details of the case within seven working days to MoD/ DoESW for information.
  - (iv) Where, as per provision of para 11 of this letter, the case is fit for dis-empanelment, and the case is proven in an enquiry, the order for "Stop Referral" shall be issued by MD, ECHS "until further orders". In this case compete details of the case shall be submitted by MD, ECHS to MoD/ DoESW indicating the reasons and justification for issue of stop referral within 7 working days and proposal for disempanelment will be submitted to MoD/ DoESW within 30 working days.
  - (v) For overbilling and unnecessary procedure, the extra amount so charged shall also be deducted from the pending/future bills of the medical facility.
  - (vi) For offence listed in Para 4 (c) (ii) i.e. criminal offences by staff of a medical facility against any ECHS beneficiary, where FIR has been lodged by the concerned ECHS beneficiary, MD ECHS shall issue stop referral orders against that medical facility which shall remain in force till final outcome of the police investigations. Based on the final outcome of the police investigations, the case shall be processed further by MD, ECHS for either revocation of the stop referral or for discempanelment.

9. In all cases mentioned at Para 8 (i) to (vi) above, MD ECHS shall record detailed reasons in writing for taking/ recommending to MoD/ DoESW action against the empanelled medical facility.

KLE V.K. Institute of Dental Sciences

# Appeal Against Imposition of financial penalties and Stop Referral

The affected medical facility shall have the right to appeal to MoD/DoESW against imposition of financial penalties from the PBG and in case of issue of stop referrals by MD, ECHS. The last para of order of MD, ECHS shall clearly, state "You may if you so desire, prefer an appeal against this decision in writing to MoD/DoESW by post or by email". MoD/DoESW shall consider the appeal and upon examination pass such orders as it deems fit.

# Dis-empanelment

- 11. In the following cases MD ECHS shall send to MoD/DoESW a detailed proposal for disempanelment of medical facility within 30 working days of issue of Stop Referral orders against empanelled medical facility.
  - (a) Where the medical facility has committed fraudulent activities.
  - (b) Where, there is proven case of major/serious negligence in treatment leading to loss of life / limb or grave damage to the health of the ECHS patients.
  - (c) Where there is repetition of violations of the provisions of MOA despite issue of written warnings to the management of the medical facility and subsequent imposition of financial penalties.
  - (d) If a medical facility is, at any point of time, found unfit for empanelment with ECHS by NABH/NABL/QCI.
- 12. Once dis-empanelled, the medical facility shall be debarred from fresh empanelment for a period of 5 years from the date of order of disempanelment. However if there is 100% change of ownership of the medical facility, the 5 year moratorium shall not be applicable to it and will be eligible to apply for fresh empanelment immediate after change of ownership. The moratorium shall remain in force even if there is part (less than 100%) change in ownership.

### Revocation of Stop Referral.

13. In cases, which are not covered under para 11 above and where MD ECHS has issued orders for STOP Referral against any medical facility for a period of three months, MD ECHS shall write (by email and by post) to the management of the medical facility within seven working days from the date of order of Stop Referral and offer them an opportunity to make improvement / take corrective measures and submit their reply within 30 days from the date of sending e-mail. In case the medical facility seeks more time to produce evidence of having taken corrective measures and the reasons for seeking additional time (which would be limited to 10 days) are considered reasonable, the same shall be granted by MD ECHS. If it is found that corrective measures have been taken by the medical facility, MD ECHS may revoke the Stop Referral within 30 days from the receipt of reply from the medical facility, such revocation shall be intimated to the MoD/DoESW with detailed justification of the decision taken within seven working days from the date of revocation. If the medical facility does not take the required corrective measures or does not give any reply within 30/40 days, MD ECHS shall send a case for dis-empanelment of the said medical facility to MoD/DoESW within 30 days from the last date of submission of reply by the medical facility. In such cases, the Stop Referral be extended by MD ECHS till "further orders".

### **Extension of MOA**

14. Extension of MOA requires the medical facility to submit signed MOA wit6h requisite documents to concerned RC well before the date of expiry of MOA for signature by Director, Regional Centre. The MOA of such an empanelled medical facility shall be renewed by Director Regional Centreconcerned before the date of its expiry provided the papers being in order and no arbitration case has been filed by the medical facility against ECHS/MoD which is pending in arbitration court as on the due date of renewal of MOA, and no court cases has been filed by a medical facility prior to the due date of renewal. In such cases, extension of MOA shall not be done until a final decision has been taken by MoD/DoESW. In all such cases MD,ECHS shall also intimate the decision of not renewing the MOA along with reasons thereof to the medical facility concerned within seven working days after expiry of due date of renewal, Director Regional Centrewill issue a notice to the medical facility 30 days after expiry of MOA to supmit renewal documents.

Regional Otatre ECHS co Al-Sin Jalahalli (West) Bangalere - 560 015 PIN - 937 410

KLE V.K. Institute of Dental Sciences
Nehru Nagar BELAGAVI-590010

If, the medical facility does not respond to the notice of Director, Regional Centre, even 60 days after expiry of the MOA, MD ECHS will recommend disempanelmnent of the medical facility to MoD/DoESW.

- As per the provision of MoD letter 22D(04)/2011/US (WE)/D (Res) dated 22 Jul 2011, MOA / contract of empanelled hospitals can be suspended / terminated only with the approval of MoD/DoESW. Hence, issue of notice for termination of MOAs to empanelled medical facilities by giving 30 days notice and subsequent action of termination of the MOA of any empanelled hospital can be done by MD ECHS only after obtaining prior approval of MoD/DoESW.
- This issues with the concurrence of MoD (Fin/Pen) vide their 32(20)/2018/FIN/PEN dated 18.9.2019.

Gp Capt

Director

Regional Centre ECHS c/o AF Stn Jalahalli (West)

Bangalore - 560 015 PIN - 937 410

KLE V.K. Institute of Dental Sciences Nehru Nagar, BELAGAVI-590010

Appendix C (Refers to Paragraph 29 of Memorandum of Agreement)

# AGREEMENT FOR AUTHENTICATION OF BENEFICIARIES AND ONLINE BILL PROCESSING

The parties shall abide by the following undertakings for the purpose of bill processing:-

- 1. <u>Hospital Admission Intimation</u>. Hospital will intimate to the BPA and to ECHS within two (02) hours of emergency / referred admission and the BPA will respond with due authorisation in four (04) hours. Subsequently the empanelled hospital will intimate BPA with the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 48 hours / 5 working days of admission (since it might take time to establish line of treatment). Waiver upto 30 days can be given by Director Regional Centreon justification. Beyond 30 days no waiver will be accorded. This intimation will be authorized by the concerned authority (Nearest Polyclinic in case of Emergency Admission). Treatment in no case would be delayed or denied because of pending authorization by the BPA as it is only confirmation of the e-workflow in respect of such patient.
- 2. **Uploading of Claim within Seven Working Days**. After the patient is discharged (or date of last visit to hospital in case of OPD), the hospital will upload the claim on the BPA web based application alongwith the related documents (as given in the list of documents to be attached on the BPA web based application) within 07 working days after the date of discharge or from the date of last OPD. Waiver for intimation upto 30 days and uploading upto 60 days can be obtained from Regional Centre. Post this duration, Hospital can upload the claim provided 30% of the application/projected amount to be recovered/deducted from the approved amount. In case of regular dialysis, chemotherapy or radiation therapy, the claims should be uploaded monthly (at the end of the month) for the treatment provided during the month. The claims uploaded will be digitally signed and any other instructions on the said subject will be binding.
- 3. <u>Documents for Claims</u>. All supporting documents of the claim to be submitted at respective Regional Centre ECHS within 60 days. On order from ECHS, all documents shall be uploaded in **digital format duly digitally signed** along with the authentication slip generated from the authentication system online into the BPA portal. The final bill will be signed along with the mobile number by the primary beneficiary or any of the dependent holding valid ECHS card. All documents shall be uploaded along with the claim. Diagnostic labs shall obtain such signatures in the manner prescribed above on the referral form. Mobile number of the patient/NOK also be noted on the referral form. Duration and modalities for handling physical copies of the bills will be in conformity with instructions as issued by Central Org ECHS from time to time.
- 4. <u>List of Documents Required for Claims Processing</u>. The bills would be scrutinized by the BPA and ECHS authorities and would contain documents as mentioned in the SOP for online billing and on BPA Site (Others Notifications Notice Type Documents Checklist) Authentication slip (generated by KIOSK) duly endorsed with the photograph of the beneficiary to be uploaded.
- 5. Need More Information Replies to Queries. Hospital must reply to the query (NMI) raised by BPA / Regional Centre/ Central Org on the bills within the timelines as given below or as amended by ECHS. In case the NMI is not replied within the stipulated time period, the claims would be processed on available documents and the amount deducted for non-submission of reply will not be under the purview of either the "Review Request by Hospital or "Arbitration Clause .
  - (a) NMI raised by Verifier 90 days.
  - (b) **NMI raised by BPA** 60 days.

(c) NMI raised by Regional Centre/ Central Org – 30 days.

Bangalore - 560 015 PIN - 937 410 KLE V.K. Institute of Dental Sciences
Nehru Nagar BELAGAVI-590010

- 6. Review Request by Hospitals. The hospital must also monitor the claims that have been authorized for payment by the BPA Validator and submit their justifications on the observations/deductions during the "Review Request by Hospitals Window so as to avoid any requirement of arbitration at a later stage or agree to the amount recommended for approval by the BPA/JD (HS). Absence of any remarks or justification will be automatically considered as hospital has no points to offer for the deductions made by the BPA/JD (HS). This review request window is available to the hospitals for 96 hours once JD (HS) has authorized the claim approval by CFA and is excluded from the TAT for processing of claims.
- 7. **Medical Reports Format**. The hospital shall submit all the medical reports in digital form as well as in physical form or as instructed by CO ECHS from time to time.
- 8. <u>Time Action Taken (TAT) Counting of Days</u>. The hospital agrees that the actual processing shall start when physical copies of the bills submitted by the hospitals to the concerned Regional Centre, ECHS and are verified by BPA verifiers on behalf of ECHS and counting of days shall start from such date for the purpose of deduction of discount payable by hospitals to ECHS. In case of query raised on the bills the TAT for the purpose of Discount shall start from the date of reply to last query. In case of digital billing when implemented, it will start from the date when digitally signed computed documents are submitted. TAT will exclude the days earmarked for arbitration.

9. **Audit by BPA**. The BPA will audit the medical claims of the ECHS Beneficiaries in respect of the treatment taken by them in the Empanelled Hospital and make recommendations for onward payment to ECHS in a time bound manner as follows:-

Audited by	Time Allotted	Remarks
BPA Scrutinizer	90 days	The claim is received at verifier. If the claim is correct, it will move to BPA validator and if any query is raised at verifier stage (NMI), it will move to NMI Basket. If the NMI is replied within 90 calendar days from the date of submission of claim online, the claim moves to BPA validator for normal processing.
BPA Validator	60 days	The claim is received at validator stage. If the claim is correct, it will move to JD (HS) and if any query is raised at validator stage (NMI), it will move to NMI Basket. If the NMI is replied within 60 calendar days from the date of query raised by validator, the claim moves to JD (HS) for normal processing, and if not, claim will shift to JD(HS) for processing whatever is information is available.

- 10. Hospital to take care to reply to the query raised by BPA on the bills within a reasonable time of not more than 30 days failing which the claim will automatically be forwarded to the next stage.
- 11. Personnel for Processing of Claims. Hospitals must have minimum two persons dedicated for uploading, monitoring and processing of claims. Hospitals should ensure that in case of change in this claim processing staff, the new staff is trained at Regional Centre for smooth, efficient and early settlement of claims. The claimed amount will be limited to CGHS approved rates.
- 12. <u>Hardware & Manpower Required for Processing of Claims</u>. The hospital will have the following hardware & Manpower for uploading and processing of claims (Though it may not be exclusive to ECHS):-
  - (a) Authentication system to be obtained from Smart Card Making Agency contracted by ECHS.
  - (b) Authentication software to integrate with Smart Card.
  - (c) Desktop PCs for uploading of claims:-

	No. of Beds	SI No.
	Upto 50	(i)
	50 to 100 land	(ii)
ne scale <sup>S.</sup> KLE V.K. In	Above 100	(iii)
-	Above 100 C	( /

DIM 1037 41

LE V.K. Institute of Dental Science Nehru Nagar, BELAGAVI-500016.

Manpower requirement for uploading of claims with minimum qualification of DOEACC 'O' Level or equivalent:-

SI No.	No. of Beds	Manpower required	
(i)	Upto 50	Two IT qualified operators for process of claims.	
(ii)	50 to 100	Four IT qualified operators for process of claims.	
(iii)	Above 100	Six IT qualified operators for process of claims & increments thereof in multiple of 50 beds.	

- Document Scanner Color/Grayscale/B&W, 200 DPI, Flatbed /Document feeder, Multiple (e) Page Size, Duplex.
- Dedicated internet Leased Line of atleast 8 Mbps or more or can explore MPLS (f) services with higher bandwidth.
  - Integration of Hospital HIS with BPA Software & Smart Card Software. (g)

### **BPA Fee.** 13.

- Medical Facility Claims. The processing fee as on date is 2% of the claimed amount and (a) service tax thereon subject to a minimum of Rs 12.50 and a maximum of Rs 750/- which shall be recovered from the amount due to the empanelled facility. The same shall be reviewed from time to time on the Govt orders and shall be recovered from medical facility as per applicable rates.
- Individual Claims. The BPA fee remains same as per the medical facility claim however; (b) in case of individual reimbursement claim BPA fee shall be paid by ECHS.
- Discount. The Hospital shall agree for deduction of 2% of admissible amount if payments are made 14. with 10 working days from the date of verification of physical bills by the Verifier to the BPA or reply to the last query or digitally signed bills received by the validator whichever is later. The discount will be admissible on the approved amount.
- Updation of Policies. The Hospital must keep itself updated about the policies promulgated for 15. treatment of ECHS beneficiaries and reimbursement of claims including the rates as issued or updated from time to time. Ignorance of policies may affect the claimed amount. The latest policies will be updated on ECHS website - http://www.echs.gov.in. The empanelled facility should maintain copy of all such documents.
- No Direct Interaction with BPA. The Hospital should not interact directly with the BPA, however, 16. will forward all his issues / queries to the Regional Centre, which shall be bound to resolve such issues either itself or by forwarding it to concerned authorities including BPA.
- FIFO. The claims would strictly be processed on First in First out (FIFO) basis and this rule would not be defined by the Regional Centre and neither the Hospital should try to exert any kind of influence to bypass this rule. Central Org ECHS can modify the same in the interest of the organization.
- For Higher Standard. **ECHS** member opting advanced 18. surgery/procedure/accommodation etc can be charged the difference of amount than entitle after obtaining proper consent certificate.

W.e.f 01 Apr 2019, payment of ECHS bills will be done by CDA Nagpur, Hence PAN & TAN details 19. to be furnished by Hospital.

Gp Capt

Regional Centre ECHS c/o AF Stn Jalahalli (West) Bangalore - 560 015

PIN - 937 410

KLE V.K. Institute of Dental Sciences Nehru Nagar BELAGAVI-590010

# **EMPANELMENT UNDER ECHS**

# **SERVICES APPROVED BY**

Authority: MOD/GOI letter No. 22D (14)/07/US WE/D(Res) dated 18 Sep 2006 and Central Org ECHS letter No B/49771/AG/ECHS/Emp/Gen(i) dt Dec 18.

SI No.	Name of Hospital/Diagnostic Centre/Dental Clinic	Services proposed for recognition
1	Dental Sciences, (A unit of KLE Academy of Deemed University),	General Services: Dental including Oral surgery, Prosthodontia and Periodontia Others:- Oral Medicine and Radiology, Oral and Maxillafascial Surgery, Oral Pathology and Microbiology, Prosthodontia, Periodontia, Orthodentics and Pedodontics.

dhas

(Signature of Authorised Signatory of Hospital)

KLE V.K. Institute of Dental Sciences Nehru Nagar, BELAGAVI-590010.

(Signature of Director, Regional Centre ECHS)

(Manoj Krishna A Pillat)
Gp Capt
Director
Regional Centre ECHS
c/o AF Stn Jalahalli (West)
Bangalore - 560 015
PIN - 937 410

PRINCIPAL
KLE V.K. Institute of Dental Sciences
Nehru Nagar, BELAGAVI-590010

Appendix D (Refers to Paragraph 29 of Memorandum of Agreement)

# FORMAT FOR FEEDBACK ON EMPANELLED MEDICAL FACILITIES (NAME OF MEDICAL FACILITY)

Sl No.	. Rating Aspects  Quality of Treatment		Rating from 1 to 10		
(a)					
	(i)	Availability of Specialist			
·	(ii)	Bed Availability as per entitlement			
	(iii)	Degree of Relief			
(b)	Health of Hospital				
	(i)	Hygiene, Sanitation			
	(ii)	Behavior/Professionalism of Doctors and Staff			
		Overall Satisfaction	Samuel Community of the		

# SCALE OF RATING

Numerical Grading	Rating
1 to 3	Poor
4 to 5	Average
6 to 7	Good
8 to 10	Excellent

**Note**: - Specific Comments (if any)

# FINAL RATING (Please Tick)

Rating	
Poor	
Average	
Good	
Excellent	

Signature of ECHS beneficiaries / NOK \_\_\_\_\_ Mobile / Tele No / Email\_\_\_\_

(Manuj Krishnal A Pillai)
Gp Calif
Director
Regional Centre ECHS

Director

Regional Centre ECHS
c/o AF Stm Jalahalli (West)
Bangalore - 560 015
PIN - 937 4100

PRINCIPAL
KLE V.K. Institute of Dental Sciences
Nehru Nagar BELAGAVI-590010

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

# Ministry of Ayush, Govt. of India 68, Ashok Road, New Delhi-110001

General Guidelines for

# Organizing One day Programme by 100 organisations in 100 cities for 100 days in connection with celebration of 100 days countdown to IDY 2024

- 1. MDNIY will identify the potential stake holders who are Government Organisations/ AYUSH Institutes/ AYUSH Colleges/ Medical Institutes/ University Departments and other private stake holders who can organise the programme in an effective manner.
- 2. MDNIY will extend maximum financial assistance of Rs. 2.00 lakhs or actual expenditure, whichever is less, per organisation per programme. This amount will be released on re-imbursement basis.
- 3. The break-up details of financial assistance are as under:

Sl. No.	Particulars	Expenditure Heads (in lakh)
1	Arrangement of Internet/ Social Media/ Live Telecast and also Venue & other arrangements of the programme	Rs. 0.50
2	Publicity, promotion, design and development including website/ webpage, local advertisement etc.	Rs. 0.50
3	Arrangement of Experts/ Yoga Demonstration and other related activities	Rs. 0.50
4	Miscellaneous expenses (Procurement/ Food/ Administrative expenses)	Rs. 0.50
Total:		Rs. 2.00

However, in some unforeseen situations encountered while organising the programme, the Organisation may be allowed to spend more or less in any of the above expenditure sub-head with overall sealing of Rs. 2.00 lakhs.

- 4. The Organisation has to conduct the programme on the date fixed by the MDNIY with mutual consent. The change in date of conducting the programme is not allowed under any circumstances.
- 5. The Organisation has to designate a Nodal Officer with whom the MDNIY can be in touch regarding any details about the programme.
- 6. The Organisation has to give wide publicity to the programme through print, electronic and social media.
- 7. The Organisation has to involve Local Government/ Schools & Colleges/ NCC/ NSS/ NYK/ Anganwadi workers/ ASHA workers and also local Yoga Institutes & Centres.

- 8. The minimum expected participation in the event may be 1000 people.
- 9. The programme shall be organised preferably on physical mode, which shall be live telecasted through Facebook/ youtube and other social media platform.
- 10. The Organisation has to provide a proper link of the live telecast, so that the same will be telecasted through Ministry of Ayush and MDNIY social media platforms.
- 11. The Organisation can conduct the following programmes: Yoga seminar/ Yoga workshop/ Yoga demonstration/ competition in terms of elocution, quiz, essay writing etc./ exhibition/ Rallies etc.
- 12. The practice of Common Yoga Protocol of IDY is compulsory in the morning hours, preferably outdoor and in some iconic/ popular places.
- 13. Immediately on completion of the programme, the Organisation has to submit 4 high resolution photographs along with a brief half page report on the programme to MDNIY to publish the same in the social media platforms of Ministry of Ayush/ MDNIY and other Government platforms.
- 14. Small video clips of 1 to 2 minute of Common Yoga protocol practice session or Yoga demonstration may also be shared.
- 15. After completion of the programme, the following are to be submitted:
  - a. Detailed report (approximately 2 pages)
  - b. At least Four high resolution photographs related to the event, mainly related to the Common Yoga protocol practice and other Yoga activities.
  - c. Statement of Expenditure, duly signed by the Charted Accountant/ Government Auditor and countersigned by Head of the Organisation with seal of the Organisation.
  - d. Utilisation Certificate, duly signed by the Charted Accountant/ Government Auditor counter signed by Head of the Organisation with seal of the Organisation with seal
  - e. Stamped Pre-Receipt, Undertaking and a Certificate duly signed by the Head of the Organisation with seal of the Organisation.
  - f. Details of the Bank Account of the Organisation for transferring the amount.
- 16. The State Nodal Officer of National Ayush Mission (NAM) or the Directorate of Ayush will monitor the programme being organized in the concerned State.

# मोरारजी देसाई राष्ट्रीय योग संस्थान



# आयुष मंत्रालय, भारत सरकार

68, अशोक रोड, नई दिल्ली 110001-

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Ministry of Ayush, Govt. of India 68, Ashok Road, New Delhi – 110001

File No: MDNIY/2024-25/YTT/IDY/CD/......

Dated: 28.05.2024

To

The Principal KLE Shri BMK Ayurveda Mahavidyalaya Shahapur, Belagavi-590003 Karnataka

Sub: Request to organize a Countdown Programme of IDY-2024-reg

Sir/Madam,

Ministry of Ayush is organizing the 100 Days Countdown to IDY-2024. The programme has started on 13 March, 2024 by organizing a Yoga Mahotsav-2024 at Vigyan Bhavan, New Delhi. The countdown programme will be organized for 100 days in 100 different locations through 100 different organizations. The guidelines of the said event are enclosed herewith for ready reference.

Morarji Desai National Institute of Yoga (MDNIY) has been designated to coordinate the Countdown Programme of IDY-2024

In this connection, it is requested you to conduct a countdown programme on May 31, 2024 at Belagavi, Karnataka. The formal sanction letter will follow shortly.

A line of confirmation is highly solicited.

This issues with the approval of the Director, MDNIY.

Yours faithfully,

(Dr. I. N. Acharaya)

PO(YT)

Encl: as above

# मोरारजी देसाई राष्ट्रीय योग संस्थान



# आयुष मंत्रालय, भारत सरकार

68, अशोक रोड, नई दिल्ली 110001-

# MORARJI DESAI NATIONAL INSTITUTE OF YOGA

Ministry of Ayush, Govt. of India 68, Ashok Road, New Delhi – 110001

File No: MDNIY/2024-25/YTT/IDY/CD/......

Dated: 28.05.2024

To

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Sub: Request to organize a Countdown Programme of IDY-2024-reg

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Yours faithfully,

(Dr. I. N. Acharaya)

PO(YT)

Encl: as above



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# IMPARTING AYURVEDA EDUCATION SINCE 1933

# SHRI B M KANKANAWADI AYURVED MAHAVIDYALAYA

# Post Graduate Studies & Research Centre

(Approved by National Commission for Indian System of Medicine, New Delhi & M/o AYUSH, Gol)

A Constituent Unit of

# KLE ACADEMY OF HIGHER EDUCATION & RESEARCH

(DEEMED-TO-BE-UNIVERSITY)

(Re-Accredited 'A+' Grade by NAAC (3rd Cycle) || Placed under Category 'A' by MHRD GoI)

# First AYUSH Institution having NAAC & NABH Accreditation

litation (2)
Date = 1910612024



To,
The Director,
Morarji Desai National Institute of Yoga,
Ministry of AYUSH, Govt of India,
68, Ashok Road,
New Delhi - 110001

Sub: Submissoin of Utilization Certificate and Statement of Expenditure of

Countdown Programme of International Day of Yoga – 2024 –reg.

Ref: Your letter No.MDNIY/2024-25/YTT/IDY/CD/..... dated 25-05-2024

Sir,

With reference to the above subject, we would like to inform you that, Our Institute has successfully conducted Countdown Programme of IDY 2024 at Belagavi Karnataka on 31-05-2024 and more than 1000 Yoga trainees had participated in the countdown programme of IDY and got the benefit of the Yoga.

Our Institute has made expenditure of Rs. 1,89,591/- to conduct the countdown programme of IDY 2024 on 31-05-2024. The report of the said programme and Utilization certificate and statement of expenditure is attached herewith for your reference.

Hence, we request you to release the said expenditure amount Rs. 1.89,591/- and send the same to our college account through NEFT.

This is for your information.

Thanking you.

Yours truly.

PRINCIPAL

Shri B. M. Kankanawadi Ayurved Mahavidyalaya A Constituent Unit of KAHER Shahapur, BELAGAVI-03

1. Stamped Pre receipt.

Encls:

2. Details of Bank account.

Shahapur, Belagavi - 590 003. Karnataka, INDIA

olc

# FORM GFR 19 - A

# Form of Utilization Certificate

	Certified that I have satisfied myself that the conditions on which the
Sectioned letter	grants-in-aid was sanctioned have been fulfilled and that I have exercised
	the following checks to see that the money was actually utilized for the
	purpose for which it was sanctioned. Certified that out of sanctioned
	during the year 2024-25 in favour of Principal KLE University's for
No. MDNIY/2024-	Shri B.M.K. Ayurveda Mahavidyalaya, Shahapur, Belgaum under the
25/YTT/IDY/CD/	Morarji Desai National Institute of Yoga (MDNIY), under the Ministry of
Dated: 28.05.2024	AYUSH, given in the margin, a sum of Rs.1, 89,591/- (Rupees One Lakh
	Eighty Nine Thousand Five Hundred Ninety One Only) has been utilized
	for the purpose of To Celebrate Countdown Programme of
	International Day of Yoga-2024 in 100 Different Cities conducted on
	31 <sup>st</sup> may 2024.
Amount Total	Rs. 1,89,591/-

# Kinds of checks exercised

- 1. Checked the individual Vouchers.
- 2. Checked the Ledger Account of Expenses
- 3. Checked the Cash Book and Bank Book to see that the amounts have actually been paid.
- 4. Checked the total of the disbursement made.
- 5. Checked that the payments pertained to the concerned above mentioned programmes.

6. Checked all documentation.

For Hattargi & Co. Chartered Accountants

(Proprietor) FRN-019631S 0196318

BELAGAV

Signature of the Head of the Institution PRINCIPAL

Shri B. M. Kankanawadi Ayurved Mahavidyalaya A Constituent Unit of KAHER Shahapur, BELAGAVI-039 Signature & Seal of Chartered Accountant

6/C



# STATEMENT OF EXPENDITURE

Name of the Institute

KLE Shri B.M. Kankanawadi Ayurved Mahavidyalaya

Shahapur, Belagavi – 590 003

Sanction & Date

MDNIY/2024-25/YTT/IDY/CD/..... Dated: 28.05.2024

Sl. No	Particulars	Bill Amt	<b>Total Amt</b>
1.	Arrangement of Internet/ social media/ Live Telecast and also Venue & other arrangements of the programme	,	67200.00
1.1	Social media, Photo &, Videography, live telecast, etc 24000.0		
1.2	Stage arrangements 25000.00		
1.3	Yoga mats	18200.00	
2.	Publicity, promotion, design and development including website/ webpage, local advertisement etc.		81057.00
2.1	T-shirts	76562.00	
2.2	E-flyer Design & Banners Design and print 4495.00		
3.	Arrangement of Experts/ Yoga Demonstration and other related activities		16960.00
3.1	Remuneration for the Experts including TA/DA and other allowances 8960.00		
3.2	Remuneration for the Special Performers 5000.		
3.3	Remuneration for the Performers	3000.00	
4.	Miscellaneous expenses (Procurement/ Food/ Administrative expenses)		24374.00
4.1	Breakfast (80rs *300)	19125.00	
4.2	Others	3249.00	
4.3	CA - UC Charges	2000.00	
	TOTAL		189591.00

Shri B. M. Kankanawadi
Ayurved Mahavidyalaya
A Constituent Unit of KAHER
Signature of the Head of the Figure 1

UDIN: 24247337BJZYFO6992

DT: 15/06/2024

For Hattargi & Co.
Chartered Accountants

(Proprietor)

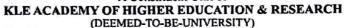
FRN-019631S

Signature & Seal of Chartered Accountant

F. R. No.



(Approved by National Commission for Indian System of Medicine, New Delhi & M/o AYUSH, Gol)
A Constituent Unit of

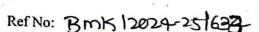


(Re-Accredited 'A+' Grade by NAAC (3rd Cycle) || Placed under Category 'A' by MHRD Gol)

First AYUSH Institution having NAAC & NABH Accreditation







Date: 19/06/2014

# RECEIPT

Received with thanks the sum of Rs.189,591/- through NEFT to Canara Bank on Dt: \_\_\_\_\_\_\_towards "To Celebrate Countdown Programme of International Day of Yoga-2024 in 100 Different Cities, conducted at our college by Department Swasthavrithya at Belagavi on 31st May 2024, from Morarji Desai National Institute of Yoga (MDNIY), under the Ministry of AYUSH, Govt. of India, New Delhi-110001.

PRINCIPAL
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Shahapur, BELAGAVI-03

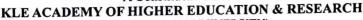
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# Post Graduate Studies & Research Centre

(Approved by National Commission for Indian System of Medicine, New Delhi & M/o AYUSH, Gol)

A Constituent Unit of



(DEEMED-TO-BE-UNIVERSITY)

(Re-Accredited 'A+' Grade by NAAC (3rd Cycle) || Placed under Category 'A' by MoE GoI)



Ref: BMK 1024-25 948





# **UNDERTAKING**

KLE Shri B M. Kankanwadi Ayurveda Mahavidyalaya, Shahapur Belagavi agrees to be governed by the terms and conditions of grant sanctioned by the Morarji Desai National Institute of Yoga, Ministry of AYUSH, Govt. of India vide letter No. MDNIY/2024-25/YTT/IDY/CD/... Dated: 28.05.2024.

PRINCIPAL
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Ayurved Mahavidyalaya
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Shahapur, BELAGAVI-03

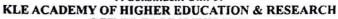
Shahapur, Belagavi - 590 003. Karnataka, INDIA

Ph. No.: +91 831 2486286, Fax: +91 831 2424157 Website: www.kleayurworld.edu.in Email: bmkprincipal.kaher@kleayurworld.edu.in



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# Bank details for fund transfer

Name of the Beneficiary	The Principal KLE University's Shri B M K Ayurveda Mahavidyalaya Shahapur Belgaum
Complete Bank Account Number	05382150000029
Bank Name & Address	CANARA BANK Goaves, Belgaum -590011
Branch IFCS Code	CNRB0010538
Type of Bank Account (SB / Current / Cash Credit)	Saving Account
PAN No.	AABTK0881E
MICR Code	590015029

PRINCIPAL
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Ayurved Mahavidyalaya
A Constituent Unit of KAHER
Shahapur, BELAGAVI-030

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Ref: BMB 2024-25 947





# **CERTIFICATE**

It is certified that this Institute KLE Shri B M. Kankanwadi Ayurveda Mahavidyalaya, Shahapur, Belagavi is not involved in any proceedings relating to the accounts or conduct of any of its office bearer.

PRINCIPAL
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Ayurved Mahavidyalaya
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Shahapur, BELAGAVI-03

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