



राजस्थान RAJASTHAN

W 243375

Agreement



For Implementation of
Mukhya Mantri Chiranjeevi Swasthya Bima Yojana 2023-25
(MMCSBY)

Between

(Surendera General Hospital, Sri Ganganagar)

And

(Rajasthan State Health Assurance Agency)


And

(The New India Assurance Company Limited)

For Late Smt. Vidyawanti Labhu Ram Foundation
For Science Research and Social Welfare

ATTESTED

2/3/23
DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Raj.)


2023
Authorized Signatory

श्रीमती काता, मुद्रक विवेका, श्रीगंगानगर अमुकपत्र सं० 158/90

मुद्रक वैल्यू व छाप सं० _____

रजिस्टर क्रम संख्या _____

मुद्रक केंद्र का नाम _____

पिता/पत्नी का नाम _____

पता _____

प्रयोजन _____

हस्तक्षेप की दरम में हस्ताक्षर का नाम _____

मुद्रक विवेका के हस्ताक्षर _____

राजस्थान स्टाम्प अधिनियम 1998 के अंतर्गत स्टाम्प रसिद पर प्रयोजित अधिभार	
1. आधारभूत आबकारी शुल्क (आ 3-क 1-10 प्रतिशत)	रुपये _____
2. आ 3-क 2-क 1-10 प्रतिशत के अंतर्गत आ 3-क 2-क 1-10 प्रतिशत	रुपये _____
3. आ 3-क 2-क 2-10 प्रतिशत के अंतर्गत आ 3-क 2-क 2-10 प्रतिशत	रुपये _____
4. आ 3-क 2-क 3-10 प्रतिशत के अंतर्गत आ 3-क 2-क 3-10 प्रतिशत	रुपये _____
5. आ 3-क 2-क 4-10 प्रतिशत के अंतर्गत आ 3-क 2-क 4-10 प्रतिशत	रुपये _____
6. आ 3-क 2-क 5-10 प्रतिशत के अंतर्गत आ 3-क 2-क 5-10 प्रतिशत	रुपये _____
7. आ 3-क 2-क 6-10 प्रतिशत के अंतर्गत आ 3-क 2-क 6-10 प्रतिशत	रुपये _____
8. आ 3-क 2-क 7-10 प्रतिशत के अंतर्गत आ 3-क 2-क 7-10 प्रतिशत	रुपये _____
9. आ 3-क 2-क 8-10 प्रतिशत के अंतर्गत आ 3-क 2-क 8-10 प्रतिशत	रुपये _____
10. आ 3-क 2-क 9-10 प्रतिशत के अंतर्गत आ 3-क 2-क 9-10 प्रतिशत	रुपये _____

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This Agreement (Hereinafter referred as "Agreement") made at Sri Ganganagar on this 2nd day of March, 2023.

BETWEEN

Surendera General Hospital (Empanelled Health Care Provider or EHCP) an institution located in Sri Ganganagar having their - registered office at H. H. Gardens, Power House Road, Sri Ganganagar-335001 (Rajasthan)

(here in after referred to as "EHCP", which 'expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assigns) as party of the FIRST PART

AND

Rajasthan State Health Assurance Agency, which is a Society registered under the provisions of Rajasthan Societies Registration Act, 1958 (Act No.28 of 1958) by the Government of Rajasthan and having its registered office at Jaipur (hereinafter referred to as "RSHAA" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors, affiliate and assigns) as party of the SECOND PART.

AND

The New India Assurance Company Limited, a Company registered under the Provisions of the Companies Act, 1956 and having its registered office at 87, MG Road, Fort Mumbai (hereinafter referred to as "Insurer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors, affiliate and assigns) as party of the THIRD PART.

The EHCP, RSHAA and Insurer are individually referred to as a "Party" or "party" and collectively as "Parties" or "parties")

WHEREAS

- EHCP is a health care provider duly recognized and authorized by RSHAA to impart health care services to the public at large under the Mukhya Mantri Chiranjeevi Swasthya Bima Yojana (MMCSBY). Details of empanelled EHCP are as below:

Name of the Hospital:-	Surendera General Hospital
Hospital Location:-	H. H. Gardens, Power House Road, Sri Ganganagar
SSO Token Number:-	T11955
Owner of the Hospital:-	Mr. Gorav Gupta
Type of Ownership:-	Private
PAN number of the Owner:-	AAATV2769B
Bank Account Detail of Owner :-	50200030913489
IFSC Code :-	HDFC0000505
Bank Name and Branch :-	HDFC and Plot No.30, E Block, Goshala Road, NH-15,SGNR
Category of Hospital (NABH/NON NABH) :-	NON NABH
Specialty of NABH:-	NA
NABH Validity Date :-	NA

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For Late Smt. Vidyawanti Labhu Ram Foundation
For Science Research and Social Welfare

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2. RSHAA i.e. Rajasthan State Health Assurance Agency has been set up under the provisions of Rajasthan Societies Registration Act, 1958 (Act No.28 of 1958) under the Department of Medical, Health & Family welfare, Government of Rajasthan.
3. Insurer is the successful bidder, registered with Insurance Regulatory & Development Authority. Insurer has entered into an agreement with the RSHAA wherein it has agreed to provide the health insurance/ implementation support services to identified Beneficiary families covered under Mukhya Mantri Chiranjeevi Swasthya Bima Yojana (MMCSBY).
4. EHCP has expressed its desire to join MMCSBY's network of EHCPs and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under MMCSBY on terms and conditions herein agreed.
5. Insurer after approval of RSHAA and on the basis of desire expressed by the EHCP and on its representation/application has accepted the empanelment for rendering health services as per the criteria specified under scheme guidelines.

In this AGREEMENT, unless the context otherwise requires:

1. Natural persons include created entities (corporate or incorporate) and vice versa;
2. Marginal notes or headings to clauses are for reference purposes only and do not bear upon the interpretation of this AGREEMENT.
3. Should any condition contained herein, contain a substantive condition, then such substantive condition shall be valid and binding on the PARTIES notwithstanding the fact that it is embodied in the definition clause.

In this AGREEMENT unless inconsistent with, or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder, namely:

Definitions

1. EHCP shall for all purpose means an Empanelled Health Care Provider.
2. Health Services shall mean all services necessary or required to be rendered by the EHCP under this agreement in connection with "health insurance business" or "health cover" but does not include the business of an insurer and or an insurance intermediary or an insurance agent.
3. Beneficiary (s) shall mean members of the Beneficiary Family Unites) that are covered under the MMCSBY health insurance scheme of Government of India and Government of Rajasthan funded health insurance/ assurance schemes as have been agreed to be implemented in alliance with AB-PMJAY through the MoU signed with National Health Agency for this purpose.
4. Beneficiary Family Unit or MMCSBY Beneficiary Family Unit refers to those families including all its members figuring in the Jan Aadhar Database of Government of Rajasthan. Families covered under Rajasthan Government Health Scheme (RGHS) and Central Government Health Scheme (CGHS) shall not be eligible to avail benefits under MMCSBY. The beneficiary families are divided into two major categories i.e. free category and paid category: The number of families entitled under free category is approximately 1.25 crore which is almost constant and families under paid category is approx. 10-12 lakh which is relatively variable. In addition to the number of eligible MMCSBY Beneficiary Family Units as given above, the Government of India/ State Government may add more beneficiaries to the Scheme as part of additional sponsored category after mutual consent with insurer. The premium for add-on beneficiary families will be borne by the State Government /GoI respectively. In addition to this, children of that family up to the age of one year will also be


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A. Prasad, Secretary



- considered the member of that family even without having name in the ID Card.
5. **AB-PMJAY** shall refer to Ayushman Bharat -Pradhan Mantri Jan Arogya Yojana managed and administered by the National Health Agency (NHA) on behalf of Ministry of Health and Family Welfare, Government of India with the objective of reducing out of pocket healthcare expenses and improving access of Beneficiary Family Units to quality inpatient care and day care treatment of diseases and medical conditions through a network of Empanelled Health Care Providers.
 6. **Appellate Authority** shall mean the authority designated by the Rajasthan State Health Assurance Agency which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee set up pursuant to the Insurance Contract between the Rajasthan State Health Assurance Agency and the Insurer.
 7. **Benefit/Disease Package** shall refer to the packages of secondary and tertiary illnesses that the beneficiary families would receive treatment for under the MMCSBY.
 8. **Cashless Access Service** means a facility extended by the Insurer to the Beneficiaries where the payments of the expenses that are covered under the Risk Cover are directly made by the Insurer to the Empanelled Health Care Providers in accordance with the terms and conditions of this Insurance Contract, such that none of the Beneficiaries are required to pay any amounts to the Empanelled Health Care Providers in respect of such expenses, either as deposits at the commencement or at the end of the care provided by the Empanelled Health Care Providers for packages covered.
 9. **Claim** shall mean a claim that is received by the Insurer from an Empanelled Health Care Provider online.
 10. **Claim Payment** shall mean the payment of eligible claim received by an Empanelled Health Care Provider from the Insurer in respect of benefits under the Risk Cover made available to a Beneficiary.
 - II. **Days** shall be interpreted as calendar days unless otherwise specified.
 12. **Hospitalization** shall mean any medical treatment or surgical procedure which requires the beneficiary to stay at the premises of an empanel led health care provider for 24 hours or more, excluding day care treatment as defined in package list.
 13. **Day care treatment** means any medical treatment and / or surgical procedure which is undertaken under general anesthesia or local anesthesia at empanel led health care provider or day care centre in less than 24 hours due to technological advancement, which would otherwise have required hospitalization.
 14. **ICU or Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioners, and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards. The unit should have doctor-nursing ratio per bed and necessary infrastructure as per HEM guidelines.
 15. **Insurer** means the successful bidder which has been selected pursuant to this bidding process and has agreed to the terms and conditions of the Tender Document and has signed the Insurance Contract with RSHAA for implementation of MMCSBY.
 16. **Medical Treatment** means any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure. Medical Treatments include but not limited to: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicaemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract

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infection and other such diseases requiring Hospitalization, as per HBPs detailed in Schedule 3 (a) of Insurance Contract.



17. MMCSBY shall refer to Mukhya Mantri Chiranjeevi Swasthya Bima Yojana (MMCSBY), a scheme managed and administered by the Department of Health and Family Welfare, Government of Rajasthan through Rajasthan State Health Assurance Agency with the objective of reducing out of pocket healthcare expenses and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled HealthCare Providers for the risk covers defined in RFP dated 28-12-2022.
18. MoHFW shall mean the Ministry of Health and Family Welfare, Government of India.
19. Minimum Document Protocol (MDP) shall mean the necessary documents issued by RSHAA to be submitted by the network hospital to the insurer for processing pre-auth/claims.
20. NHA shall mean the National Health Agency set up by the Ministry of Health and Family Welfare, Government of India with the primary objective of coordinating the implementation, operation and management of AB-PMJA Y. It will also foster co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments.
21. Package List and Package Rate shall mean the fixed maximum charges for a Medical Treatment or Surgical Procedure or for any Follow-up Care that will be paid by the Insurer under Cover, which shall be determined in accordance with the rate~ provided in the RFP Scheme Guidelines available on website of MMCSBY Scheme.
22. Policy Cover Period shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as stipulated by RSHAA from time to time.
23. Risk Cover shall mean an annual risk cover of Rs. 10,00,000/- (Rupees Ten lakhs only) per family per year on Insurance mode (Rs. 5,00,000/- Rupees Five Lakh only) and trust mode (Rs. 5,00,000/- Rupees Five Lakh only) as is being provided in the current scheme. The Insurance mode coverage of Rs. 5,00,000/- (Rupees five lakhs only) is segmented into Rs. 50,000/- (Rupees Fifty Thousand only) for secondary illnesses and Rs. 4,50,000/- (Rupees Four lakh and Fifty thousand only) for tertiary illness on family floater basis, covering medical conditions pertaining to secondary and/or tertiary treatment as defined in Schedule 3 (a) of Insurance Contract, through a network of Empanelled Health Care Providers (EHCP) for the MMCSBY Beneficiary Family Units validated by the Government of Rajasthan or the designated Rajasthan State Health Assurance Agency (RSHAA).
24. Rajasthan State Health Assurance Agency (RSHAA) refers to the society set up under the provisions of Rajasthan Societies Registration Act, 1958 (Act No.28 of 1958) by the Department of Health & Family Welfare, Government of Rajasthan for the purpose of providing medical facility/treatment to general public through health insurance scheme in all areas of State through empanelled private and Government hospitals.
25. RFP-Request For Proposal: Tender Document for Selection of Insurance Company for the implementation of Mukhya Mantri Chiranjeevi Swasthya Bima Yojana (MMCSBY) in Rajasthan issued vide NIB no. 15 dated 28-12-2022 and its Corrigendum/laddendum/sany clarification/explanations issued from time to time including Request for Proposal, Draft Contract Agreement and Schedules to Insurance Contract.
26. Service Area shall refer to the entire State of Rajasthan and all State (s)/ UT (s) in case of portability cases for the implementation of MMCSBY.
27. Scheme shall mean the Mukhya Mantri Chiranjeevi Swasthya Bima Yojana managed and

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administered by the Department of Medical, Health and Family Welfare, Government of Rajasthan through RSHAA.

28. Sum Insured shall mean an annual risk cover of Rs. 10,00,000/- (Rupees Ten lakhs) per family per year on Insurance mode (Rs. 5,00,000/- Rupees Five Lakh only) and trust mode (Rs. 5,00,000/- Rupees Five Lakh only) as is being provided in the current scheme.-The Insurance mode coverage of Rs. 5.00 lakh (Rs. 5,00,000/- Rupees Five Lakh only) shall be segmented into Rs. 50,000/- (Rupees Fifty Thousand only) for secondary illnesses and Rs. 4,50,000/- (Rupees Four lakh and Fifty thousand only) for tertiary illness per family per annum on family floater basis. This shall be called the basic Sum Insured, which shall be fixed -irrespective of the size of the MMCSBY Beneficiary Family Unit, against which the beneficiary family unit may seek benefits as per the benefit package proposed under the MMCSBY. In addition, coverage of Rs.5.00 lakh (Rupees Five lakhs only) per family per year will be provided on trust mode. Thus total coverage of Rs. 10.00 lakh/Rupees Ten lakhs only) per family per year will be provided under the scheme.
29. Secondary and Tertiary illness: Secondary and Tertiary illness means the condition covered in List of Packages in Schedule 3 of RFP document and guidelines issued by RSHAA.
30. Turn-around Time shall mean the time taken by the Insurer in processing a Claim received from an Empanelled Health Care Provider and RSHAA/Insurer making a Claim Payment includes investigating such Claim or rejection of such Claim.

NOW IT IS HEREBY AGREED. AS FOLLOWS:

Section 1: Term-


- 1.1 The Agreement of an EHCP shall continue for a period of 2 years or the agreement period of Insurance Contract executed between RSHAA and Insurer, unless the EHCP is de-empanelled in accordance with the MMCSBY RFP & guidelines and its agreement is terminated in accordance with its terms. In any case the agreement shall not be increased beyond the date of completion/termination of insurance contract between RSHAA and Insurance Company from the date of execution of provider service agreement.

Section 2: Scope of services

- 2.1 The EHCP undertakes to provide the services to beneficiaries in a precise, reliable -and professional manner to the satisfaction of RSHAA/Insurer and as laid down in RFP/Scheme guidelines in accordance with additional instructions issued by RSHAA in writing from time to time.
- 2.2 The EHCP shall treat the beneficiaries according to good business practice.
- 2.3 The EHCP shall extend priority admission facilities to the beneficiaries, whenever required.
- 2.4 The EHCP shall provide treatment/interventions to beneficiary as per specified packages as per the rates mentioned in package list mentioned in RFP/scheme guidelines & uploaded on website <https://chiranievi.rajasthan.gov.in>. The following is agreed among the parties regarding the packages:-

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- 2.4.1 The treatment interventions to MMCSBY beneficiaries shall be provided in a complete cashless manner. Cashless means that for the required treatment/interventions no payment shall need to be made by the MMCSBY beneficiary undergoing treatment/intervention or any of its family members till balance amount is left in sum insured.
- 2.4.2 The various benefits under MMCSBY which EHCP shall provide include,
- hospitalisation expense benefits
 - Day care treatment benefits (as applicable)
 - Follow-up care benefits
 - Pre and post hospitalisation expense benefits
 - New born children care benefit (as applicable)



An EHCP shall be able to provide these benefits subject to exclusions mentioned in RFP/Scheme guidelines and subject to availability of sum insured/remaining available cover balance and subject to pre-authorisation for specified procedures.

The details of benefit package including list of exclusions are furnished in RFP/Schedule 2: 'Exclusions to the Policy' and Schedule 3: (a) 'Health Benefit Packages', and Schedule 3: (b) 'Differential Pricing Guidelines' and guidelines issued by RSHAA.

- 2.4.3 However, the EHCP (include the name of the hospital) is eligible to provide treatment/interventions to beneficiaries only for those clinical specialties for which it has been empanel led by RSHAA.

The EHCP agrees that in future if it adds or foregoes any clinical specialty to its services, the information regarding the same shall be provided to the RSHAA in written, who then shall update the empanelment status of the EHCP after due process as per the guidelines issued by RSHAA from time to time.

- 2.4.4 The charges payable to EHCP for medical/ day care/surgical procedures/ interventions under the Benefit package shall not be more than the package rate agreed by the Parties, for that particular period of the agreement between RSHAA and Insurance Company. The EHCP shall be paid for the treatment/intervention provided to the beneficiary based on package rates determined in Draft Contract Agreement (3.2 Benefit Package) and Schedules to Insurance Contract (schedule-3) of RFP.
- Surgical and Medical packages shall not be allowed to be availed at the same time.
 - 15% packages as mentioned in package list shall only be reserved for Public EHCPs as decided or modified by the RSHAA from time to time.
 - The Package Rates shall include all the costs associated with the treatment, amongst other things:
 - Registration charges.
 - Bed charges.
 - Nursing and boarding charges.
 - Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
 - Anaesthesia, Blood Transfusion (for surgical packages), Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
 - Medicines and drugs.
 - Cost of prosthetic devices, implants etc except those specifically included in implant master.

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- Pathology and radiology tests: Medical diagnostic tests such as X-ray, USG, radiological diagnostic and High-end investigations packages can be booked as a separate add-on procedure if required. Procedures include basic Radiological imaging and Haematology, pathology etc. However, High-end histopathology (Biopsies) and advanced diagnostic packages are all inclusive and do not permit addition of other diagnostic packages.
- Necessary protective equipments/measures required for safety of hospital staff and patients in case of infectious diseases like COVID or any other epidemic/ endemic/pandemic etc.
- Pre and Post Hospitalisation expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital upto 5 days and up to 15 days of the discharge from the hospital for the same ailment/ surgery. After expiry of 15 days period patient will have to bear the cost of follow up related to that package. However if due to negligence of EHCP any complications or failure occurs even after expiry of 15 days post discharge and patient is treated in the same hospital then hospital shall bear the expenses related to treatment.
- However, follow up packages mentioned in scheme guidelines are apart from the provisions of post hospitalization period of 15 days. EHCP can book follow up package as per the requirement in the post hospitalization period.



- 2.5 If the treatment cost is more than the benefit coverage/available wallet amount, then the remaining treatment cost will be borne by the MMCSBY beneficiary family as per the package rates defined in the package list of scheme guideline. In such cases beneficiary should be clearly informed in advance about the additional payment and a consent form should be mandatorily obtained from the beneficiary for paying the balance amount. The said consent form should be uploaded by EHCP with claim documents at the time of claim submission.
- 2.6 The follow up care prescription for identified packages are set out in package list.
- 2.7 The EHCP shall ensure that medical treatment/facility under this agreement should be provided with all due care and accepted standards is extended to the beneficiary.
- 2.8 EHCP agrees to provide treatment to all eligible beneficiaries subject to sum insured available and as per agreed Package Rate. In portability cases the EHCP shall be paid at the Package Rates applicable in the EHCP State and not as per the package rates applicable in the beneficiary State as per portability guidelines to be issued by RSHAA. The EHCP agrees not to discriminate between the beneficiaries on any basis.
- 2.9 The EHCP shall allow RSHAA/NHA or Insurance Company or Insurance company's authorized Third Party Administrator (TPA) to visit the beneficiary while s/he is admitted in the EHCP. RSHAA/NHA or Insurance Company Insurance or company's authorized TPA shall not interfere with the medical team of the EICP, however RSHAA/NHA or Insurance Company Insurance company's authorised TPA reserves the right to discuss the treatment plan with treating doctor. Further access to medical treatment records and bills prepared in the EHCP will be allowed to RSHAA/NHA or Insurance Company or Insurance company's authorized TPA on a case to case basis.
- 2.10 The EHCP shall endeavor to comply with requirements of RSHAA and Insurer to facilitate better services to beneficiaries -e.g. providing for standardized billing, International Classification of Diseases (ICD) coding or implementation of Standard Clinical and Treatment Protocols and if mandatory by statutory requirement, both parties agree to review

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the same. The EHCP shall facilitate RSHAA and Insurer, its Bank details & Pan Card details which shall be changed/amended only upon the prior approval of both the parties to this Agreement i.e. RSHAA and Insurer. EHCP shall also provide details of Aadhar Card or valid ID proof of the hospital's owner/Company's director/Firm's Partner/Trust member etc. to RSHAA and Insurer.

- 2.11 The EHCP agrees to have bills audited on a case to case basis as and when necessary through RSHAA/Insurer audit team. This will be done on a pre-intimated date and time and on a regular basis:



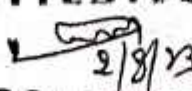
Section 3: Identification of Beneficiaries

The beneficiaries presenting themselves to the EHCP will be identified by the EHCP on the basis of a Beneficiary Identification System (BIS). Identification of MMCSBY Beneficiary Family Units will be done as per Schedule-4 of RFP and scheme guidelines. Further the EHCP agrees to conform to the following for effective implementation of BIS.

- 3.1 The EHCP will set up a help-desk for beneficiaries within 7 days of signing of this agreement. The help-desk must be situated in the facility of the EHCP in such a way that it is easily visible, easily accessible to the beneficiaries.
- 3.2 The help desk will be equipped with all the necessary hardware and software as well as internet connectivity as required by BIS to establish the identity of the MMCSBY beneficiary.
- 3.3 The help desk shall be manned by Swasthya Margdarshak (SM) for facilitating the beneficiary in accessing the benefits. SM will need to be hired by the private EHCP at their own cost and EHCP should get the SM trained before starting the operations. The guidelines for engagement of SMs are as below-
Swasthya Margdarshak (SM) will need to be hired by Private EHCP for managing the help desk. This help desk will need to be set up exclusively for MMCSBY. Indicative role of SM is as follows:-
 - I. Guide beneficiary regarding MMCSBY and process to be followed in the EHCP for taking the treatment
 - II. Carry out the process of Beneficiary Identification for such persons who are beneficiaries of MMCSBY
 - III. Take the pre-authorization as and when required as per the RFP/Scheme guidelines.
 - IV. Timely submission of claims to Insurance Company.
 - V. Timely reply to the queries raised by Insurance Company.

Section 4: EHCP Services- Admission Procedure

- 4.1 The EHCP shall be required to follow the process of Admission of patient and selection of package(s) as described in RFP & Scheme Guidelines. MMCSBY operation manual for EHCP for detailed verification, pre-authorization, and claims procedures is available for download from <https://chiranjeevi.rajasthan.gov.in>. The RSHAA may revise these guidelines from time to time with consultation of insurer. The EHCP agrees to make itself constantly update on these guidelines and follow the

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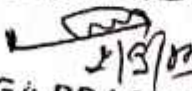



4.2 Pre-authorization

- 4.2.1. Procedures mentioned in List of Health Benefit Packages of RFP and scheme guidelines, that are earmarked for pre-authorization in package list shall be subject to mandatory pre-authorization. In addition, in case of Inter-State portability, all procedures shall be subject to mandatory pre-authorization irrespective of the pre-authorization status in package list.
- 4.2.2 No EHCP shall, under any circumstances whatsoever, undertake any such earmarked procedure without pre-authorization unless under emergency. Process for emergency approval will be followed as per RFP dated 28-12-2022/scheme guidelines laid down under MMCSBY.
- 4.2.3 The EHCP agrees to provide a minimum set of MDP documents for pre-authorization to Insurer online so as to enable the Insurer to decide the merit of the case. MDP documents shall be as advised by RSHAA. Pre-Authorization given upon the MDP documents should not be construed as final approval. The claims will be adjudicated on the basis of the discharge papers and documents uploaded by EHCP at the time of claim submission and will be subject to approval and rejection of the claims according to the final documents uploaded on online portal provisions of RFP/scheme guidelines.

Section 5: The Discharge and Claim Processing

- 5.1 Original discharge summary, counterfoil generated at the time of discharge, original investigation reports, all original prescription & pharmacy receipt etc. must be kept with the ERCP for records. These are to be forwarded to billing department of the ERCP who will compile and keep the same with the EHCP. A copy of relevant documents shall be given to the patient/beneficiaries. The record of all the TID/claim documents and reports of the patient/beneficiaries should be maintained by EHCP for a minimum period of 3 years from the date of patient discharge/claim submission. EHCP should provide captured live photo of the patient at the time of admission and discharge as per RFP/scheme guidelines.
- 5.2 EBCPs shall be obliged to submit their claims online within 24 hours of discharge in the format prescribed. EHCP is also required to constantly monitor the progress on claim generation, submission and claim payments.
- 5.3 The Insurer shall be responsible for settling all claims within 15 days from the date of claim submission. However, it is the primary responsibility of the EHCP to furnish all the details online on portal at the time of claim submission and thereafter as may be necessary online only on portal so as to enable the claim processing on time.
- 5.4 Insurer/TPA shall raise a query within 07 days from the date of claim submission in case of any missing information/clarification rather than rejecting the claim. Query should be raised in ONE GO. Ei-ICP must reply the query online on portal within a maximum period of 30 days from the date of query raised. In case EHCP does not reply the query within 30 days of query raised, the claim will be pulled back for the adjudication on merit basis.
- 5.5 Insurer/TPA reserves the right to reject the claims which does not fulfill the necessary requirement of the Claim generation, processing and submission along with mandatory documents and guidelines as mandated by RSHAA and RFP/scheme guidelines.
- 5.6 The details of raising a claim, claims processing, handling of claim query, stipulated time, documentation requirements and related details shall be provided to the EHCP.

ATTESTED

DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Raj.)

For Late Smt. Vidya Prasad Foundation
For Science Research and Social Welfare

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Authorized Signatory

MMCSBY scheme guidelines for EHCP that is available for download from <https://chiranjeevi.rajasthan.gov.in>. The EHCP agrees to follow these guidelines. The EHCP may issue revised guidelines from time to time. The EHCP agrees to make itself updated on these guidelines and follow the same.



Section 6: Payment terms

- 6.1 EHCP will generate and submit claims online in accordance with the process described in RFP/Scheme guidelines.
- 6.2 The Insurer will settle the Claim within 15 days from the date of claim submission (excluding Query period at hospital level).
- 6.3 In case of inter-operability claim arising from patient visiting from other States the decision on claim settlement and actual payment has to be done within 30 days as per portability guidelines to be issued by RSHAA.
- 6.4 The EHCP must ensure that the required documents are in place.
- 6.5 Payment will be done by Electronic Fund Transfer or any other mechanism as decided by RSHAA.

Section 7: Declarations and Undertakings of a EHCP

- 7.1 The EHCP undertakes that they have obtained all the registrations/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.
- 7.2 The EHCP undertakes to uphold all requirements of laws in so far as these apply to them and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the Central or the State govt. The EHCP declares that it has never committed a criminal offence which prevents it from practicing medicines and no criminal charge has been established against it by a court of competent jurisdiction.

Section 8: General responsibilities & obligations of the EHCP

- 8.1 The EHCP shall invariably follow the RFP/scheme guidelines issued or modified by RSHAA from time to time.
- 8.2 Ensure that no confidential information related to scheme beneficiaries is shared or made available by the EHCP or any person associated with it to any person or entity not related to the EHCP without prior written consent of RSHAA.
- 8.3 The EHCP shall provide cashless facility to the beneficiary in strict adherence to the provisions of this agreement.
- 8.4 The EHCP may have their facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the Agreement between RSHAA and Insurer. The cost/ premium of such policy shall be borne solely by the EHCP.
- 8.5 The EHCP shall provide the best of the available medical facilities to the beneficiary.
- 8.6 The EHCP will hire a dedicated person called Swasthya Margdarshak (SM) to manage the help desk and facilitate the beneficiary in accessing the benefits under MMCSBY. The cost of the Swasthya Margdarshak will be entirely borne by the Private EHCP.
- 8.7 The EHCP shall have two contact persons nominated for all matters related to

DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Raj)

For Late Smt. Vidya Vanti Laddu Ram Foundation
For Science Research & Social Welfare

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MMCSBY; one person from clinical team (a doctor who is actively engaged in the treatment of the patients) and one officer in the administration department assigned for MMCSBY. These officers will eventually be required to make themselves trained with the procedure described in MMCSBY.

- 8.8 The EHCP shall endeavor to make their team including SMs and contact persons actively participate in all MMCSBY trainings and workshops to be organized by RSHAA /Insurer from time to time. RSHAA and/or Insurer will organize trainings for Swasthya Margdarshak and other contact persons of EHCP. The cost of attending such trainings shall be borne by the EHCP unless otherwise agreed with RSHAA.
- 8.9 Disease Packages will have differential pricing as below:-

S. No.	Category	Incentive (Over and above base package rate)
1	Full NABH accreditation * NQAS certified hospitals	15%
2	Running PO / DNB course in the empanelled specialty	05%
3	Backward/ Aspirational (11) districts- Banswara, Sirohi, Pratapgarh, Dungarpur, Baran, Chittorgarh, Bundi, Dholpur, Jaisalmer, Karauli, Rajasmand	05%

* Applicable to the relevant specialty/s accredited only.

- 8.10 Incentive of 15% over and above package rate for NABH accreditation will be applicable to the relevant specialty/s accredited only. Other packages will be paid as per 100% package rate.
- 8.11 If a hospital is falling in two or more categories of incentives it will be entitled for the higher price out of both applicable categories.
- 8.12 The EHCP agrees that if any change takes place in the status of NABH accreditation, it shall be reported within 30 days of such change to RSHAA and Insurer. Differential pricing percentage of change will be effective from the date of change in the status of EHCP.
- 8.13 The EHCP agrees that it shall display their status of preferred service provider of Mukhya Mantri Chiranjeevi Swasthya Bima Yojana (MMCSBY) at their main gate, reception/admission desks along with the display and other materials supplied by RSHAA/Insurer whenever possible for the ease of the beneficiaries. Format, design and other details related to these signage as provided by RSHAA shall be used.

Section 9: General responsibilities of RSHAA and Insurer

- 9.1 The Insurer agree that neither it nor its outsourced agency will enter into any understanding with the EHCP that are in contradiction to or that deviates from or breaches the terms of the Insurance Contract between the RSHAA and the Insurer or tripartite Provider Service Agreement with the EHCP.
- 9.2 If the Insurer or their outsourced agency or any of its representatives violates the provisions of 9.1 above, it shall be deemed as a material breach of contract between the parties and the aggrieved party shall have the right to initiate appropriate action against the Insurer or its outsourced agency or the EHCP or all.
- 9.3 RSHAA has a right to avail similar services as contemplated herein from any other institution/s for the health services covered under this agreement.

ATTESTED
2/3/23
DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Raj.)

For Late Smt. Vidya Wanti Lohiy Ram Foundation
For Science Research and Social Welfare
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2-3-23, Signatory



Section 10: Relationship of the Parties

Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agrees not to hold itself or allow its directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

Section 11: Reporting

After the commencement of this Agreement, the EHCP and RSHAA/ Insurer shall exchange information on their experiences and review the functioning of the process and make suitable changes whenever required. However, all such changes will be informed to all concerned through appropriate means like email/letter etc..

All official correspondence, reporting, etc. pertaining to this Agreement shall be conducted with RSHAA/ Insurer at its registered office at Jaipur at the address (to be given later). Insurer will share MIS on progress of claim settlement with the RSHAA and EHCP as per RFP clause.

Section 12: Termination and De-empanelment

- 12.1 RSHAA reserves the right to terminate this agreement in case of material breach. RSHAA reserves the right to de-empanel the EHCP as per the RFP/scheme guidelines issued or modified by RSHAA from time to time.
- 12.2 De-empanelment process can be initiated by RSHAA, after conducting proper disciplinary proceedings against empanelled hospitals either Suo-mote or by recommendation of the Insurer/TPA. The RSHAA reserves the right to suspend or de-empanel an EHCP from the MMCSBY scheme as per the RFP dated 28-12-2022 and subsequent scheme guidelines related to MMCSBY issued by RSHAA from time to time.
- 12.3 The RSHAA reserves the right to terminate the services of the EHCP (with immediate effect if the later is found to be involved in;-
- Malpractices/ fraud/misrepresentation
 - If at any point of time during this agreement it is found that EHCP does not fulfill the criteria of agreement and empanelment guidelines
 - Charging money from the beneficiaries
 - Equipment deficiencies
 - Man-power deficiencies
 - Violation of MOU
 - Resorting to Unwanted / Unwarranted Medical/Surgical Procedures
 - Submitting manipulated investigation report/s
 - Hospital does not comply with the order of DGRC / SGRC/ Appellate authority /scheme guidelines
- Any such activity against the spirit and benefit of the scheme ..
Any other activity as decided by RSHAA as per RFP/Scheme guidelines.
- 12.4 Actions to be taken post Suspension/De-empanelment: Once an EHCP has been de-empanelled from the scheme, further proceedings will be followed as per RFP/scheme guidelines.

ATTESTED
[Signature]
DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Raj.)

For Late Smt. Vidya Wanti Lal: Ram Foundation
For Science Research and Social Welfare
[Signature]
2-3-23
Signature

- 12.5 Penalties- If private EHCP is found guilty on detailed investigation then penalties and recovery of approved claims found fraudulent by RSHAA authorities will be imposed upon EHCP as per the RFP/scheme guidelines.
- 12.6 Aggrieved party may appeal against the suspension/de-empanelment/penalties/recoveries imposed by RSHAA as per the procedure laid down in RFP/scheme guidelines.
- 12.7 The RSHAA reserves the right to take action for the recovery of the Penalty imposed and fraudulently booked approved claim amounts from EHCP through appropriate authority of the concerned district. The district authority will ensure that the recovery of the fraudulently booked approved and paid claims by the EHCP shall be given to the Insurer .



Section 13: Confidentiality

This clause shall survive the termination/expiry of this Agreement.

- 13.1 Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The EHCP shall not disclose to any third party, and shall use its best efforts to ensure that its officers, employees, keep secret all information disclosed, including without limitation, document marked confidential, medical reports, personal information relating to insured, and other unpublished information except as maybe authorized in writing by RSHAA/ Insurer. RSHAA/ Insurer shall not disclose to any third party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to the EHCP including without limitation to the EHCP's proprietary information, process flows, and other required details.
- 13.2 In Particular the EHCP agrees to:
 - 1321 Maintain confidentiality and endeavor to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the EHCP or such other medical practitioner or such other person by virtue of this agreement or otherwise, including Insurer's proprietary information, confidential information relating to insured, medicals test reports Whether created/ handled/ delivered by the EHCP. Any personal information relating to a Insured received by the EHCP shall be used only for the purpose of inclusion/preparation/finalization of medical reports/ test reports for transmission to Insurer only and shall not give or make available such information/ any documents to any third party whatsoever.
 - 132.2 Keep confidential and endeavor to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to Insured, and that the information contained in these reports remains confidential and the reports or any part of report is not disclosed/ informed to the Insurance Agent / Advisor under any circumstances.
 - 1323 Keep confidential and endeavor to maintain confidentiality of any information relating to Insured, and shall not use the said confidential information for research, creating comparative database, statistical analysis, or any other studies without appropriate previous authorization from RSHAA.

Section 14: Indemnities and other Provisions

- 14.1 RSHAA/Insurer will not interfere in the treatment and -medical care provided to patients

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 2/13/23
DURGA PRASAD
 Advocate & Notary

For Late Smt. Vidya wanti Lohia Ram Foundation
 For Science Research and Social Welfare
 2-13-23
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- beneficiaries. RSHAA and/ or Insurer will not be in any way held responsible for outcome of treatment or quality of care provided by the EHCP.
- 14.2 RSHAA and/ or Insurer shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the EHCP and the EHCP shall obtain professional indemnity policy on its own cost for this purpose. The EHCP agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service.
 - 14.3 Notwithstanding anything to the contrary in this agreement no Parties 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.
 - 14.4 The EHCP will indemnify, defend and hold harmless the RSHAA and Insurer against any claims, demands, proceedings, actions, damages, costs, and expenses which the company may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the EHCP or any of its employees or doctors or medical staff.
 - 14.5 RSHAA will not have legal obligations towards claim settlement amount as insurance company has been hired by RSHAA to implement MMCSBY.

SectionLS: Notices

- All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party:
- a. By registered mail;
 - b. By courier;
 - c. By FAX;

- In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given
- If sent by registered mail, seven working days after posting it; and
 - If sent by courier, seven working days after posting it; and
 - If sent by FAX, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.

The notices shall be sent to the other Party to the below addresses (or to the addresses which may be provided by way of notices made in the above said manner):
To the EHCP:

Attn:
Tel:
Fax:

If to Insurance company

Insurance Company Limited

ATTESTED
[Signature]
DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Ra.)

For Late Smt. Vidyawanti (Late) Ram Foundation
For Science Research and Social Welfare
[Signature]
2-3-23
Authorised Signatory

If to the RSHAA



Section 16: Miscellaneous

- 16.1 This Agreement together with the MMCSBY RFP/Tender Document NIB No 15 dated 28-12-2022 and addendum no. 54 dated 05-01-2023 issued there under for selection of insurance Company and Scheme Guidelines issued/to be issued/revise d by the Government/Rfil-l/xA from time to time constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties.
- 16.2 Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement. will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.
- 16.3 Should specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby.
- 16.4 The EHCP may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of RSHAA and Insurer. EHCP shall not be allowed to work under the scheme if the EHCP leases out or changes the ownership of the hospital. post empanelment. In such a case, it shall be treated as a fresh hospital and EHCP shallre-apply with fresh set of documents for empanelment. A fresh hospital ID and new tri-partite agreement shall be executed.
- 16.5 EHCP is responsible for updating Bank details and PAN number of the owner of EHCP. If any wrong detail is updated in the portal because of wrong details provided by EHCP, EHCP shall be solely responsible for such wrong details. RSHAA or Insurer shall not be liable to make any change either in PAN details, bank details, or change TDS returns retrospectively. However, bank details of the EHCP can be updated after due approval of State Empanelment Committee (SEC).
- 16.6 The failure of any of the parties to insist, in anyone or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.
- 16.7 EHCP/Insurer shall lodge FIR against their medical/non medical staff/field staff/office staff if found indulged in fraud and/or malafide practices while rendering services under the scheme and shall be responsible for their acts leading to financial loss caused to RSHAA/Insurer.

NON - EXCLUSIVITY

RSHAA reserves the right to appoint any other health care provider (EHCP) for implementing the packages envisaged herein and the EHCP shall have no objection for the same.

Section 17: Severability

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction

ATTESTED
2/8/23
DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Ra.)

For Late Smt. Vidyawanti Labhu Ram Foundation
For Science Research and Social Welfare
Mihir
2-3-23
Authorized Signatory



shall not affect the validity, legality or enforceability of the remainder of this Agreement, including any such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations, of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

Section 18: Grievance Redressal Mechanism

Under the Grievance Redressal Mechanism of MMCSBY, following set of three tier Grievance Redressal Committees at state level (District Grievance Redressal Committee, State Grievance Redressal Committee and Appellate Authority) and National Grievance Redressal Committee (NGRC) at the national level, have been set up to attend to the grievances of various stakeholders at different levels.

Each grievance shall be addressed by the relevant Grievance Redressal Committee as per the Grievance Redressal guidelines issued by RSHAA.

Section 19: Governing Law and Jurisdiction

a. This Insurance Contract and the rights and obligations of the Parties under this Insurance Contract shall be governed by and construed in accordance with the Laws of the Republic of India.

b. The courts in Jaipur, Rajasthan shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Insurance Contract.

Section 20: Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

1. SIGNED AND DELIVERED BY

The EHCP the within named Mihir Aggarwal by the Hand of Trustee its authorized signatory


In the presence of:

1. SIGNED AND DELIVERED BY _____

of the within named _____, by the hand of _____ Authorised Signatory

ATTESTED

DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Ra.)

For Late Smt. Vidyawati Laxmi Ram Foundation
For Science Research and Social Welfare

Authorised Signatory

In the presence of: -

2. SIGNED AND DELIVERED BY _____ The New India
Assurance Company Limited the, within named _____
hand of _____ its Authorised Signatory



In the presence of:

For Late Smt. Vidya Prasad of the Ram Foundation
For Science Research - *[Signature]* Social Welfare
2/3/23
Authorised Signatory

ATTESTED

[Signature]
2/3/23
DURGA PRASAD
Advocate & Notary
Sri Ganganagar (Ra.)



BG No. - 00700002213
Dated - 19-2-2013

To,
President of India
Acting through (Regional Centre ECHS)
Str. HQ ECHS Cell
Chinkara Marg
Mil Stn. Jaipur - 302012

WHEREAS - Surendera Dental College & Research Institute has undertaken, Agreement No. BG 00700002213 Dated 19-2-13 to referral centre for Dental (Laboratory, CT, USG/Colour Doppler) hereinafter called "the Agreement"

AND WHEREAS it has been stipulated by you in the said Agreement that the Hospital selected for empanelment shall furnish you with a bank Guarantee by a nationalized bank of the sum specified therein as security for compliance with the Hospital performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the Hospital a guarantee:-

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Hospital (hereinafter referred to "The Second Party" up to a total of Rs. 25,000/- Twenty Five Thousand Only (Amount of the guarantee in words and Figures) and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Party to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of 25,000/- Twenty Five Thousand as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid upto 19-2-2015

"Notwithstanding anything contained therein"

1. Our liability under this bank guarantee shall not exceed Rs. 25,000/- (Rupees Twenty Five Thousand Only).
2. This bank guarantee shall be valid upto 19-2-2015
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if we received from you a written claim or demand on or before 19-2-2015

Dated: 19 Feb 2013
Place: Sriganganagar

For Oriental Bank of Commerce
Chief Manager
Goushala Road, Sriganganagar City



1. Ashok Sharma Chief Manager
2. Mohd. Yousuf Sr. Manager



1. Name of the Institution	
2. Address	
3. Contact No.	
4. Date	

10h
20h
30h

MEMORANDUM OF AGREEMENT

An agreement made and entered into on this _____ day of _____ 2020 (month & year) between the President of India, acting through Director, Regional Centre ECHS, Hisar (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

AND

Mr. Gorav Gupta S/o, Late Sh. Surender Kumar Aggarwal owner or the authorized signatory of Surendera Dental College & Research Institute, Sri Ganganagar (Rajasthan) (hereinafter called ("Hospital, Diagnostic 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.

WHEREAS Surendera Dental College & Research Institute, Sri Ganganagar (Rajasthan) (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 to Surendera Dental College & Research Institute, Sri Ganganagar (Rajasthan) (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 No V.-12017/03/2002-DE dated 26-08-2008.

The said MoA shall be effective/ in operation with effect from _____ of signing of MoA).

(date with year) (i.e. Day

For Surendera Dental College and Research Institute

Authorised Signatory

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

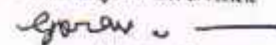
1. **List of Appendices and Annexures.** Under mentioned Appendices and Annexures shall deemed to be an integral part of this Agreement:-

- (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. **Definitions and Interpretations.** 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 Centre etc 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 / authorisation document issued by ECHS authority.
- (f) **"Card Holder"** shall mean an entitled person having a ECHS Card/authorisation document.
- (g) **"ECHS Beneficiary"** shall mean a person who is eligible for coverage of ECHS and holds a valid ECHS card/authorisation document for the benefit.
- (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 Center"** shall mean the (Name of the Diagnostic Center) performing tests/investigations.
- (k) **"Imaging Centre"** shall mean the (Name of the Imaging Centre) performing X-ray, CT Scan, MRI, USG, etc.

For Sursandera Dental College and Research Institute


Authorized Signatory

(l) **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 Organisation (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

3. **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 organisation 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 only for the condition for which they are referred with due authorisation letter.

(d) In case of unforeseen emergency of these patient during admission for approved 'procedure, provisions of emergency treatment' shall be applicable.

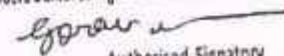
(e) It is agreed that ECHS beneficiaries shall be attended to on PRIORITY.

(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. **Authorisation Letter for Treatment.** The treatment/procedure shall be performed on the basis of the authorisation letter issued by the concerned ECHS Polyclinic and on the production of a valid ECHS card by the beneficiary.

For Suresh Dental College and Research Institute


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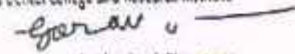
6. **Investigation Prior to Admission.** All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure as a part of package.
7. **Additional Procedure/Investigation.** For any material/additional procedure/investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority except in the emergency.
8. **Procedure Where Referred Case Needs Specialised 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:-

- (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, cerebro-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.

For Surrendra Dental College and Research Institute


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- (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.
- (l) 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 GoI/MoD letter No 22D(04)/2010WE/D(Res-I) dt 29 Dec 2017 :-

Ser No	Category	Ward Entitlement
(i)	Recruit to Hays & 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

Definitions of Wards are as Under:-


- (a) **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.
- (b) **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.
- (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 authorisation in four (04) hours. Treatment in no case would be delayed or denied because authorisation 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.

For Surendra Dental College and Research Institute


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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 authorisation 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.

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 by Hosp.** Surendera Dental College & Research Institute, Sri Ganganagar (Rajasthan) (Name of Medical facility) NABH/NON NABH/NABL/NON NABL, 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 accredited. 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. **Notification of Nodal Officers.** 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 Centre immediately 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.

For Surendera Dental College and Research Institute

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

Ser No	Name	Designation	Mobile No	Email ID
(a)	Dr. Pradhuman Verma	Professor & HOD	9413385160 9829076285	skg@sgl.org.in sdcrl@sgl.org.in gorav@sgl.org.in
(b)		MS/Dy MS/Addl MS		
(c)		Corporate Affairs/ Auth Signatory		

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. **EMR (Electronic Medical Records)/ EHR (Electronic Health Reports).** 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 Organisation.

25. **Meetings.** 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 Centre so 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 Organisation 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, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, 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

For Surasdera Dental College and Research Institute

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signed bills will be uploaded on BPA's portal and the summary of final bills will be authenticated and duly signed alongwith 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 alongwith 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.

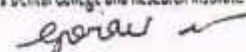
34. **Audit by ECHS.** The hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final. Any third party / internal organisation hired / 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 Organisation ECHS.

35. **Performance Bank Guarantee(PBG).** Healthcare organisations 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)	Empanelled Hospitals/Cancer units	- Rs 10.00 Lakhs
(b)	Eye Centre	- Rs 2.00 Lakhs
(c)	Dental Clinics	- Rs 2.00 Lakhs
(d)	Physiotherapy Centres	- Rs 2.00 Lakhs
(e)	Rehabilitative Centres and Hospices	- Rs 2.00 Lakhs
(f)	Diagnostic Laboratories / Imaging Centres	- Rs 2.00 Lakhs

(PBG for charitable organizations would be 50% of above amount)

For Surendra Dental College and Research Institute


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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 chooses not to defend the case.

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. **Modification to Agreement.** 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:-

(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

For Surindera Dental College and Research Institute

[Signature]
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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) **Notice for Termination of Agreement.** The Agreement may be terminated by either party serving 30 days notice in writing, upon the other party and the notice given by the ECHS shall be valid if given and signed by the competent authority on behalf of the ECHS.


(d) **Authority to Issue Notice.** 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) **Delivery of Notices.** 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
Surendera Dental College & Research Institute, H.H. Gardens, Sri Ganganagar (Rajasthan) 335001	Regional Centre ECHS, Hisar , PIN 900 383 C/o. 56 APO

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 is 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.

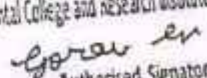
For Surendera Dental College and Research Institute


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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 Center ECHS, Hisar and a true copy shall be retained in the office of the medical facility. One extra copy to be provided at CO ECHS. Once digilocker 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 (Day of signing of MoA) to (date), extendable on mutual agreement depending upon under mentioned conditions (whichever is the earliest) :-
- Two years or
 - Till the Performance Bank Guarantee is valid or
 - 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.
 - 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 alongwith 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:-
- The healthcare organisation agrees that any liability arising due to any default or negligence will not represent or hold itself as agent of the ECHS.
 - ECHS will not be responsible in any way for any negligence or misconduct of the healthcare organisation 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 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.
 - 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.
 - This Agreement can be modify or altered only on written Agreement signed by both the parties.
 - 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 organisation during the period when the Agreement was in force.

For Suresndera Dental College and Research Institute

 Authorised Signatory

In witness whereof, Director, Regional Centre ECHS, Hisar 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.

Signature of Director, Regional Centre ECHS
_____, for and in behalf of the President of India
(With stamp of Name & Designation)

Witness of the signature of Director, Regional
Centre ECHS _____
(With stamp of Name & Designation)

For Surandera Dental College and Research Institute


Authorised Signatory

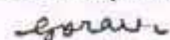
Signature of Authorized Signatory of the Hosp
(With stamp of name & Designation)

Witness to the signatory of the Hospital
(With stamp of Name & Designation)

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 Aadhar, 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 advise of the doctor admit the patient in the HCO.

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(xi) Enter all the relevant details of package and other information as provided by the doctor on the ECHS software.

(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. **Further Referral to Other Hosps.** 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 hospitalisation, 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.

(c) The hospital would provide treatment to ECHS members referred from all the polyclinics under AOR of the Regional Centre.

10. **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.

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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):-

- (a) Registration Charges.
- (b) Admission Charges.
- (c) Accommodation charges including patient diet.
- (d) Operation charges.
- (e) Injection Charges.
- (f) Dressing Charges.
- (g) Doctor/Consultant visit charges.
- (h) ICU/CCU charges
- (i) Monitoring Charges.
- (k) Transfusion and Blood processing charges.
- (l) 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 consultation and two post operative consultations.

13. Cost of implants/stents/grfts 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. **Implants and Medicines.** 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

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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 Freshners.

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 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 Organisations. 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.

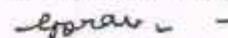
19. Package rates envisage up to maximum duration of indoor treatment as follows:-

- (a) Upto 12 days for Specialized (Super Specialties) treatment.
- (b) Upto 07 days for other Major Surgeries.
- (c) Upto 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.

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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. Allopathic System of Medicines. The rates will be applicable for allopathic system of medicine only.

24. Monitoring of Treatment. 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.

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.

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No. 25(02)/2018WE/D (Res)
 Government of India
 Ministry of Defence
 (Department of Ex-Servicemen Welfare)

Sena Bhawan, New Delhi-110011,
 Dated 10th October, 2019.

The Managing Director
 Central Organisation
 Ex-Servicemen Contributory Health Scheme
 Tranayata Marg,
 Connaught Circle,
 Delhi-110054.

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

In the light of the decisions contained in Para 8 (d) of the Minutes of meeting held under the Chairmanship of Secretary, ESW on 10.08.2015, circulated vide MoD/DcESW ID No. 22B (02)/2013/ US(WE)/D(Res) dated 25.08.2015, the Competent Authority has decided to issue this order.

2. 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.

3. In continuation of the provisions contained in the above mentioned letters of MoD, the procedure for taking action against private empanelled medical facilities by CO ECHS and Ministry of Defence (MoD), Deptt of Ex-Servicemen Welfare (DcESW) and delegation of powers in this regard shall be as indicated in the following paragraphs.

4. Cases of violation of conditions of MoA are categorised as Level I, Level II and Level III as under. It is clarified that the list is illustrative and not exhaustive.

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(a) Level I - Violations would include committing the following actions on the first occasion:-

- (i) Refusal of service.
- (ii) Discrimination against ECHS beneficiaries vis-a-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/ infrastructure/ 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) Level III - 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 financial and medical records to ECHS authorised 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

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revoked or as a part of surprise check, MD, ECHS shall seek a preliminary inquiry report from the Director of concerned Regional Centre. The inquiry shall be conducted by an officer nominated by Director of concerned Regional Centre as authorized by MD, ECHS within a period of one month.

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 Officers for this purpose which shall not include the officer who conducted the preliminary inquiry. The inquiry Officer/ Board shall issue detailed Show Cause Notice to the empanelled medical facility. The 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.

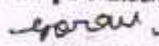
7. Where the case is considered fit for issue of warning only or the complaint is proven in preliminary enquiry on the basis of documents/statements, detailed inquiry may be dispensed with by MD, ECHS.

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.

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(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-ampanelment, 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 complete 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 disampanelment 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 disampanelment.

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.

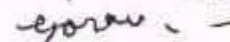
Appeal Against Imposition of financial penalties and Stop Referral.

10. 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.



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Dis-empowerment

11. In the following cases MD ECHS shall send to MoD/DoESW a detailed proposal for dis-empowerment 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 Patient.
- (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-empowered, the medical facility shall be debarred from fresh empanelment for a period of 5 years from the date of order of disempowerment. However if there is 100% change of ownership of the medical facility, the 5 years moratorium shall not be applicable to it and it will be eligible to apply for fresh empanelment immediately 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 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 the email. 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 a period of 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-empowerment of the said medical facility to MoD/ DoESW within 30 days from the last date of

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submission of reply by the medical facility. In such cases, the Stop Referral shall be extended by MD ECHS till "further orders".

Extension of MoA.

14. Extension of MoA requires the medical facility to submit signed MoA with 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 Centre concerned 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 case has been filed by a medical facility against ECHS/MOD which is pending decision as on the due date of renewal of MoA, and no order for stop referral has been issued against that 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 clearly intimate to MoD/DoESW that MoA of the empanelled medical facility has not been renewed along with reasons for doing so. 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 of existing MoA. Where an empanelled medical facility does not seek renewal, Director Regional Centre will issue a notice to the medical facility 30 days after expiry of MoA to submit renewal documents. 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 disempanment of the medical facility to MoD/ DoESW.

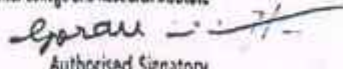
15. As per the provisions of MoD letter 22D (04)/2011/US (WE)/D(Res) dated 22 Jul 2011, MoA / contract of empanelled hospitals can be suspended / terminated only with the approval of MoD/DOESW. Hence, issue of notice for termination of MoAs to empanelled medical facilities by giving 30 days notice and 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.

16. This issues with the concurrence of MoD (Fin/Pen) vide their 32(20)/2018/FIN/PEN dated 18.9.2019.

(A.K. Karn)

Under Secretary to the Government of India
Telefax: 23014945

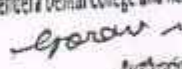
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Copy to:

1. PS to RM
2. PS to RRM.
3. SD to the Chief of Army Staff
4. SD to the Chief of Navy Staff
5. SD to the Chief of Air Staff
6. PPS to Secretary, ESW.
7. PS to JS, ESW
8. PS to JS & Adtl. FA (RK)
9. IAS UTH-ITSL
10. CGDA



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

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

1. **Hospital Admission Intimation.** 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 Centre on 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. **Documents for Claims.** All supporting documents of the claim to be submitted at respective Regional Center ECHS within 60 days. On order from ECHS, all documents shall be uploaded in digital format duly digitally signed alongwith the authentication slip generated from the authentication system online into the BPA portal. The final bill will be signed alongwith 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. **List of Documents Required for Claims Processing.** 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.

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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. **Time Action Taken (TAT) – Counting of Days.** 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.

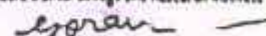
10. Hospital to take care to reply to the query raised by BPA on the bills within a reasonable time of not more than 30 days failing which the claim will automatically be forwarded to the next stage.

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. **Hardware & Manpower Required for Processing of Claims.** 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. For Surendra Dental College and Research Institute


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(c) Desktop PCs for uploading of claims :-

Sl No.	No. of Beds	Minimum PCs required
(i)	Upto 50	One Terminal
(ii)	50 to 100	Two Terminals
(iii)	Above 100	Three Terminals & increments thereof at the scale of one terminal for each multiple of 50 beds

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

Sl 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.

(e) Document Scanner Color/Grayscale/B&W, 200 DPI, Flatbed /Document feeder, Multiple Page Size, Duplex.

(f) Dedicated Internet Leased Line of atleast 8 Mbps or more or can explore MPLS services with higher bandwidth.

(g) Integration of Hospital HIS with BPA Software & Smart Card Software.

13. BPA Fee.

(a) Medical Facility Claim. 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.

(b) Individual Claims. The BPA fee remain same as per the medical facility claim however, in case of individual reimbursement claim BPA fee shall be paid by ECHS.

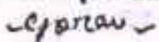
14. Discount. The Hospital shall agree for deduction of 2% of admissible amount if payments are made with 10 working days from the date of verification of physical bills by the Verifier to the BPA or reply to the last query or digitally signed bills received by the validator whichever is later. The discount will be admissible on the approved amount.

15. Update of Policies. The Hospital must keep itself updated about the policies promulgated for 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.

16. No Direct Interaction with BPA. The Hospital should not interact directly with the BPA, however, will forward all the 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.

17. FIFO. The claims would strictly be processed on First - In - First - out (FIFO) basis and this rule would not be defied 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 Surendra Dental College and Research Institute

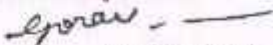

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18. Opting For Higher Standard. ECHS member opting for advanced surgery/procedure/accommodation etc can be charged the difference of amount than entitle after obtaining proper consent certificate.

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

Late Smt Vidyawanti Labhu Ram Foundation For
Science Research and Social Welfare, Sri Ganganagar
PAN : AAATV2769B
TAN : JDHV01160F

For Surrendera Dental College and Research Institute


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FORMAT FOR FEEDBACK ON EMPANELLED MEDICAL FACILITIES

(NAME OF MEDICAL FACILITY)

Sl No.	Rating Aspects	Rating from 1 to 10
(a)	Quality of Treatment	
	(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		

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 _____

For Sancha Dental College and Hospital

[Signature]

Authorized Signatory

Annexure-I

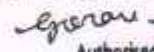
(Refers to Paragraph 1 of Appendix A of Memorandum of Agreement)

LIST OF POLYCLINICS UNDER THE REGIONAL CENTRE HISAR

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 Center, ECHS may change and therefore the facility will remain open only to those Polyclinics which are under concerned Regional Centre unless otherwise specified):-

- (a) Sri Ganganagar
- (b) Suratgarh (Hanumangarh)
- (c) Abohar
- (d) Bathinda
- (e) Hisar
- (f) Bhiwani
- (g) Fatehabad
- (h) Jhajjar
- (i) Jind
- (k) Kosli
- (l) Rohtak
- (m) Charkhi Dadri
- (n) Loharu
- (o) Narwana
- (p) Sampla
- (q) Bahadurgarh
- (r) Meham
- (s) Mansa
- (t) Bikaner
- (u) Didwana
- (v) Rajgarh
- (w) Nagaur
- (x) Churu
- (y) Sirsa
- (z) Faridkot

For Surendra Dental College and Research Institute


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(TO BE PUBLISHED IN PART-II, SECTION 3 OF THE SUB-SECTION (ii) OF THE GAZETTE OF INDIA)

GOVERNMENT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE
(DEPARTMENT OF HEALTH)

Nirman Bhavan, New Delhi
Dated the 26 June, 2008

NOTIFICATION

S.O... In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely: -

2. In part-I of the Schedule to the Dentists Act, 1948, after serial No.71, the entries relating thereto, the following serial number and entries shall be inserted, namely: -

*72. Rajasthan University of Health Sciences, Jaipur I. Surendra Dental College & Research Institute, Sri Ganganagar, Rajasthan

(i) Bachelor of Dental Surgery (When granted on or after 19.9.2007) BDS, Rajasthan University of Health Sciences, Jaipur

II. Rajasthan Dental College & Hospital, Jaipur

(i) Bachelor of Dental Surgery (When granted on or after 23.10.2007) BDS, Rajasthan University of Health Sciences, Jaipur

III. Mahatma Gandhi Dental College & Hospital, Sitapura, Jaipur

(i) Bachelor of Dental Surgery (When granted on or after 23.10.2007) BDS, Rajasthan University of Health Sciences, Jaipur

No.V-12017/03/2002-DE

(Raj Singh)

Under Secretary to the Government of India

To,
The Manager,
Govt. of India Press,
Mayapuri Ring Road,
New Delhi.

R.No: LUL/08/112/77/03/R

For Surendra Dental College and Research Institute

PTO

Authorised Signatory

Copy for information to: -

- (1) The Secretary, Dental Council of India, Kotla Road, Temple Lane, New Delhi-110002 with a request to obtain the copy of the Gazette Notification from Press and furnish at least two copies to this Ministry also.
- (2) The Secretary, Department of Medical Education, Government of Rajasthan, Jaipur, Rajasthan.
- (3) The Registrar, University of Rajasthan, Jaipur, Rajasthan.
- (4) The Registrar, Rajasthan University of Health Sciences, Sector-18, Kumbha Marg, Pratap Nagar, Jaipur-302033
- (5) The Chairman, Late Smt. Vidyawanti Labhu Ram Foundation For Sciences & Social Welfare, His Highness Garden, Power House Road, Sriganganagar-335001 (Rajasthan).
- (6) The Principal, Rajasthan Dental College & Hospital, Bagru Khurd, Ajmer Road, JAIPUR (Rajasthan).
- (7) The Principal, Mahatma Gandhi Dental College & Hospital, Sitapura, Mahatma Gandhi National Institute of Medical Sciences, RIICO - Sitapur Industrial Area, Tonk Road, JAIPUR - 302 022. (Rajasthan)
- (8) The Secretary/Director (Medical Education) of all the States/Union Territories.
- (9) Copy to F.No.V-12017/50/2002-DE
- (10) Copy to F.No.V-12017/15/2003-DE
- (11) Notification Folder/ Guard File.

BS

(Raj Singh)

Under Secretary to the Government of India

For Surendra Dental College and Research Institute

eporau
Authorized Signatory



DEPARTMENT OF ORTHODONTICS & DENTOFACIAL ORTHOPAEDICS

SURENDRA DENTAL COLLEGE & RESEARCH INSTITUTE

H.H. GARDENS, SRIGANGANAGAR, RAJASTHAN, INDIA

Website: www.sdcri.in



To Whosoever it may concern

The Department has undertaken a series of Smiling Bharat camps across various schools in Sri Ganganagar district.

14 camps were organized from 1st-15th July in which 9 PGs of the Department screened and registered the following no. of patients on smiling Bharat link.

Apart from the screenings, educational interactive sessions were organized on dental hygiene and care Referrals for further treatments were made, where required. School authorities were very pleased to receive this elaborative dental screening camp





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Website: www.sdcri.in



GPS Map Camera



Google

Sri Ganganagar, Rajasthan, India
WV72+JMC, Shyam Nagar, Sri Ganganagar, 8 Z, Rajasthan 335001, India
Lat 29.914217°
Long 73.851788°
15/07/24 01:01 PM GMT +05:30



GPS Map Camera



Google

Sri Ganganagar, Rajasthan, India
35, 35, Karanpur Rd, Old City, Sri Ganganagar, 1 B, Rajasthan 335001, India
Lat 29.931974°
Long 73.863753°
04/07/24 11:13 AM GMT +05:30



DEPARTMENT OF ORTHODONTICS & DENTOFACIAL ORTHOPAEDICS

SURENDRA DENTAL COLLEGE & RESEARCH INSTITUTE

H.H. GARDENS, SRIGANGANAGAR, RAJASTHAN, INDIA

Website: www.sdcri.in



GPS Map Camera



Google

Sri Ganganagar, Rajasthan, India

Opp. Jain Girls College, Acharya Shri Ram Sharma Marg Vrindaashram Road, WV2Q+4W2,
Panchwati Colony, Ramdev Colony, Sri Ganganagar, 1 A, Rajasthan 335001, India

Lat 29.90045°

Long 73.889569°

06/07/24 11:51 AM GMT +05:30



DEPARTMENT OF ORTHODONTICS & DENTOFACIAL ORTHOPAEDICS

SURENDERA DENTAL COLLEGE & RESEARCH INSTITUTE

H.H. GARDENS, SRIGANGANAGAR, RAJASTHAN, INDIA

Website: www.sdcri.in



DATE	NO. OF PATIENTS	VENUE
03-07-2024	124	GOVT. SENIOR SECONDARY SCHOOL, BANWALI
04-07-2024	116	1)GOVT.SENIOR SECONDARY SCHOOL (MULTI PURPOSE) SRI GANGANAGAR 2)AAYUSHMAN PHC, SGNR
05-07-2024	144	1) MOTHER'S PRIDE SCHOOL, SGNR 2) GOVT. SENIOR SECONDARY SCHOOL, F-BLOCK SGNR
06-07-2024	71	1) MOTHER'S PRIDE SCHOOL, SGNR
08-07-2024	148	1) GOVT. GIRLS SENIOR SECONDARY SCHOOL, MATKA CHOWK
09-07-2024	90	1) GOVT. SENIOR SECONDARY SCHOOL, FATUHI
10-07-2024	134	1)SURENDERA NURSING INSTITUTE 2)SARASWATI PUBLIC SENIOR SECONDARY SCHOOL
11-07-2024	133	1)BHARTI CONVENT SCHOOL
12-07-2024	93	1)BHARTI CONVENT SCHOOL
13-07-2024	129	1)AROORVANSI PUBLIC SCHOOL
15-07-2024	185	1)VIDYARTHI SIKSHA SAHYOG SAMTI SENIOR SECONDARY SCHOOL