SERVICE CONTRACT AGREEMENT

(AAROGYASRI SCHEME AND OTHER SCHEMES(RELATED TO BPL) UNDER
(AAROGYASRI HEALTH CARE TRUST)

[GOVT. OF TELANGANA]

(To Provide the Health Care Services under the Scheme(s) of the Trust to the people of
the State of Telangana in the Empanelled Network Hospitals of the State of Telangana.)

This deed of “SERVICE CONTRACT AGREEMENT” (Herein after called as Contract
(SCA) is made and executed at____________________ , on this the ____ day of
the__________ month of the year 201_ .

Between:

AAROGYASRI HEALTH CARE TRUST, Govt. of Telangana(A Trust of Erstwhile
Stateof Andhra Pradesh, which is located in the state of Telangana), a Trust incorporated
under the Indian Trusts Act, having its office at Trust Head Office, Door No. 8-2-
293/28/a/ahct, Road No.46, Jubilee Hills Hyderabad 500 033, represented by its CHIEF
EXECUTIVE OFFICER, Aarogyasri Health Care Trust, Hyderabad and in turn he is
represented by the Joint Executive Officer (Empanelment)/Any other officer nominated by the
Trust, Aarogyasri Health Care Trust of the State of
Telangana, namely________________________ S/o____________________, Occ.____________________
_____, Off. at __________, District __________ (Herein after referred to as the "Trust" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its officials, successors in office, deputees, appointees, designees, nominees and assignees of the FIRST PART).

AND

_________________________________________ represented by its Chairman/Managing Director / CMD /Superintendent/Principal/COO/CEO/Proprietor/Managing Partner/ Managing Trustee, namely __________ and having its Registered Office at (Address)

_________________________________________, Dist. of the State of __________

(Hereinafter referred to as "SERVICE PROVIDER" or Network Hospital (NWH) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its officials, successors in office, nominees and assignees of the OTHER PART).

I. BACKGROUND:

(i) Aarogyasri Health Care Trust was set up in February 2007 by the erstwhile undivided State of Govt. of Andhra Pradesh to act as a nodal agency for the implementation of the Aarogyasri Community Health Insurance Scheme to provide the health care services to Below Poverty Line (BPL) families for the identified surgeries / therapeutic procedures for which purpose it had created a network of Service Providers. In the present scenario, it is providing health care services to the families living below poverty line under Aarogyasri Scheme, the families covered under the Chief Minister Camp Office (CMCO), destitute living in old age homes, orphans and other Health Schemes under Aarogyasri Health Care Trust.

(ii) In view of the above, all the empanelled network hospitals (including Pvt. and Govt. hospitals) situated in the State of Telangana shall implement the scheme i.e. Aarogyasri Health Scheme, and other Schemes (related to BPL) under the Trust of the Govt. of Telangana. The NWHs shall provide the services to the identified beneficiaries based on the Scheme Guidelines and other health schemes under the Trust.
II. CURRENT STATUS OF THE SCHEME:

(i) Aarogyasri Scheme (A.S) of the State of Telangana:

The Govt. of the State of Telangana is implementing the scheme to provide the health care services to BPL families for the identified surgeries / therapeutic procedures with the existing name of the scheme as "Aarogyasri" under the Trust wherein the beneficiaries of the State of Telangana can avail the services under the scheme in the network hospitals of the State of Telangana.

In Aarogyasri Scheme, total 945 relevant procedures exists for the network Hospitals under the Trust of the Govt. of Telangana. Further, total _____ procedures are reserved for the Govt. empanelled network hospitals.

The above is subject to the modifications as per the G.Os/Notifications/Guidelines issued by the Govt. of Telangana from time to time.

(ii) The Trust under the Govt. of Telangana is a Public Trust, a non-profitable institution and is Charitable in nature which is providing the health care services under the scheme(s) to the BPL beneficiaries of the State of Telangana.

The headlines and the articles/ terms/ contents or covenants contained herein may not be construed or misinterpreted in the strict legal sense or in any manner which hampers and obstructs the implementation of the objectives and functioning of the Trust but, in all respects the parties hereto shall follow the principles guiding Aarogyasri Health Care Trust with its spirit and objectives and the policy of the Government of Telangana from time to time in this regard.

WHEREAS

(A) (i) The Service Provider, has applied to the Trust for Empanelment of their hospital that they have the required infrastructure, professional skills, personnel and technical resources, to provide the services in the schemes under the Trust on the terms and conditions set forth in this Contract.

(ii) The Service Provider has full legal capacity and competent to enter into this Contract and that there are no existing facts and/or circumstances and/or contractual obligations with third parties and/or legal proceedings which prohibit and/or impair its capacity to enter into this Contract.
(B) The Trust having examined and inspected the Service Provider has agreed to let the service provider to provide the services based as defined in the General Conditions attached to this Contract (herein after called the Services)

Now therefore the parties hereby agree:

1. The documents mentioned hereto in General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and appendices below shall be deemed to form an integral part of this Contract and may be read and understood as part and parcel of this contract Agreement.

   (a) The documents as mentioned in GCC.
   (b) The documents as mentioned in SCC.
   (c) The Appendices: All that the documents relating to the below Appendices consists of Aarogyasri Scheme and other schemes (Related to BPL) under the Trust of the Govt.of Telangana.

   Appendix-I Scheme Manual of the Trust on Online Trust Web Portal

   Appendix-II: Service Level Agreements (SLAs)

   Appendix-III: List of Empanelled Specialities

   Appendix-IV: Package, Package Prices, Follow up Packages on Online Trust Web Portal.

   Appendix-V: Empanelment criteria and Guidelines on Trust Web Portal.

   Appendix-VI: Application for Empanelment on Trust Web Portal

   Appendix-VII: Mandatory Documents

   Appendix-VIII: Trust Functions.

   Appendix-IX: Documents (Type of Hospital Institutions)

(The contents of the Appendices above are applicable to the “Aarogyasri” Scheme and the other Schemes (Related to BPL) respectively under the Trust and are to be read and understood accordingly.)
The above appendices are annexed herewith (Certain Appendices above can be referred on the Aarogyasri Web Portal) the Service Contract Agreement. The references to the above Appendices as updated from time to time along with its Guidelines and Scheme Manual (as updated from time to time) shall be the integral part of this SCA and is binding upon both the parties. This is subject to the Circulars, Guidelines and the G.Os, Notifications as issued by the Trust and the Govt. of Telangana from time to time which shall be applicable and binding upon both the parties.

The parties hereby agree to follow the Guidelines issued by the Trust, Scheme Manual and the above appendices as and when updated in the Trust ONLINE Web Portal of Aarogyasri Health Care Trust of the Govt. of Telangana.

2. The mutual rights and obligations of the Trust and Service Provider shall be as set forth in the Contract; in particular:

(a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract, and
(b) The Trust shall make payments to the Service Provider in accordance with the provisions of the Contract.

3. This Contract Agreement will be in force for a period of one (1) year from _______ to __________ or until otherwise terminated, whichever is earlier.

One month extension time period from the date of expiry of the Contract will be provided to the hospital for the renewal of their Contract. The NWHs who do not apply for the renewal of their Contract Agreement within one year of the date of expiry of the Contract or within one month extended time, they have to apply for the fresh Empanelment of the hospital with the Trust. The above will be subjected to the Performance Appraisal of the Hospital and the decision of the EDC/Trust shall be final and binding upon the NWH.

4. In case of delistment/de-empanelment of the NWH, this Contract Agreement will automatically be terminated.

5. This Contract Agreement is subject to the Orders of the Govt. of Telangana issued from
time to time, which will be binding upon both the parties.

6. This Contract Agreement is binding and applicable upon the network hospitals who are carrying and implementing “Aarogyasri“Schemes and other Scheme(s)(Related to BPL)

7. The Clauses, Terms, Conditions and covenants contained in this Service Contract Agreement are applicable and binds upon the Empanelled Network hospitals of the State of Telangana.

8. The hospital shall have to apply for empanelment of all the specialities available with the hospital at the time of application. It should not exclude any other speciality service deliberately from the Scheme inspite of having such facility and providing services, hereby agrees to empanel for all the specialities for which adequate infrastructure, H.R and equipment are available. If it is found at the later stage that the hospital is taking only non-Aarogyasri patients for select specialities and discouraging admission to Aarogyasribeneficiaries the empanelment of the hospital is liable to be terminated, and the action as per law can be taken accordingly against the erring network hospital.

IN WITNESS WHERE OF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on Behalf of
Aarogyasri Health Care Trust

By________________________
Authorized Representative

For and on Behalf of
Service Provider/ NWH

By________________________
Authorized Representative
[Note: if the Service Provider consists of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:

For and on Behalf of Each of the Members of the Service Providers

[Member]

By________________________

Authorized Representative

[Member]

By________________________

[Authorized Representative etc.]

Witnesses:

1. Witness for AHCT

Sign:

Name & Address:

2. Witness for Service Provider/ NWH:

Sign:

Name & Address:
GENERAL CONDITIONS OF CONTRACT

Article 1 General Provisions

1. Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the laws and other instruments having the force of law in India, and includes the Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulation) Act, 2002/Telangana Allopathic Private Medical Care Registration and Regulation Act 2002, its Rules and Regulations thereto, or the applicable Acts or rules governing the State of Telangana and the Govt. of India in the field.

b) "Aarogyasri Scheme" means the Scheme under the Trust for the State of Telangana.

c) "Aarogyamithra" means first contact person for the beneficiary at the Network Hospital under the scheme(s) of the Trust.

d) "AMCCO" means an Officer designated as Aarogyasri Medical Camp Coordinator for the Schemes under the Trust to coordinate with Trust through Aarogyamithras.

e) "Health Card" means:

i. The Card issued to the eligible beneficiaries by the Govt. of Telangana (or the erstwhile Govt. of A.P for the Telangana Districts) which is applicable in the context of "Aarogyasri" Scheme or any other Health Scheme(s) under the Trust of the Govt. of Telangana. It includes Health Card/any other card, as notified by the Govt. of Telangana from time to time.

f) "Beneficiary" means:

The beneficiary under the "Aarogyasri" Scheme or any other Health Scheme under the Trust of the Govt. of Telangana, or as notified by the Govt. of Telangana in the context of the Trust.

g) "Category" means the listed therapies as mentioned in the Scheme.

For example: Polytrauma, Cardiology, General Surgery etc; are categories under the scheme. Presently the total number of categories are 30(Thirty).
h) “CEO” means Chief Executive Officer of Aarogyasri Health Care Trust.

i) “CMRF” means Chief Minister’s Relief Fund.

j) “Confidential Information” means all information (whether in written, oral, electronic or other format) that has been identified or marked confidential at the time of disclosure including project data which relates to the technical, financial and business affairs, customers, Service Providers products, developments, operations, processes, data, trade secrets, design rights, knowhow and personnel of each party and its officials which is disclosed to or otherwise learned by the other party whether a party to this agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement).

k) “Contract” means the Contract signed by the Parties, to which this General Conditions of Contract (GCC) are attached, along with the documents as mentioned in GCC, SCC and appendices together with all the documents listed in Article 1 of such signed Contract.

l) “Conflicting activities” means any activity by the service provider which contradicts the provisions mentioned in this contract and acting against the interests of the Trust.

m) “Coverage” shall mean enlisted specialities in the network hospital subject to the Guidelines of the Scheme(s).

n) “Counselling” to offer reasonable advice and guidance to the beneficiary relating to his/ her treatment by recommending him/ her the best possible option under the given circumstances, by the Network Hospital.

r) “Consent” The Beneficiary should be well informed, and consent obtained by the Network Hospital relating to the treatment, complications, performance of a surgery. It may be by the beneficiary or his/ her attendant in a free and fair manner.

o) “Consultants” are the specialists in different fields of medicine who provides expert medical care of services to the patients in a hospital and shall be registered with Telangana Medical Council/Andhra Pradesh Medical Council or as notified by the State of Telangana from time to time.
p) “Deliverables” means the Products, infrastructure and Services specifically developed for ‘Aarogyasri Health Care Trust’ and agreed to be delivered by the Service Provider in pursuance of the Agreement and includes all the documents related to the Service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines and all their modifications.

q) “Doctor” means Qualified Allopathic doctor, registered with Telangana Medical Council/A.PMedical Council or Dental Council of India as the case may be, recognised by Medical Council of India or as notified by the State of Telangana from time to time.

r) “Documents” means document/s pertaining to treatment of the beneficiary (Medical records, prescriptions, reports, bills, registration paper/s, discharge summary, patient data and other supporting document/s). Further the documents related to the type of Institution (Network hospital), Infrastructure, Personnel, Equipments, Services, Accounts, etc., including the “Mandatory Documents” (Term 7.4 of Scheme Manual) to the Trust and all the other related documents not specified herein and as and when demanded by the Trust as per the requirements.

s) EDC means “Empanelment and Disciplinary Committee”.

t) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC Article 2.1.

u) “Equipment” means all the equipment, both medical and non-medical, furniture and other materials.

v) “Establishment” means as defined, mentioned and enlisted in “The Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulation) Rules, 2007 / Telangana Allopathic Private Medical Care Registration and Regulation Act 2002, its Rules and Regulations thereto or as notified by the Govt. of Telangana, and its G.Os/Notifications as issued and amended from time to time thereto.

w) “Family members” means:
Family members for “Aarogyasri” Scheme and other Scheme(s) (Related to BPL) under the Trust of the Govt. of Telanganaisas mentioned in the House Hold Card of the patient beneficiary. It is subject to the
G.Os/Notifications/Guidelines issued by the Govt. of Telangana from time to time.

x) “Financial Year” means the calendar year which begins from 1st of April and ends on 31st of March of the next consecutive year.

y) “Flagging” Taking cognizance of any complaint / grievance / allegation against the NWH under the scheme by the District Coordinator / District Manager / Network team leader / Field staff or Doctor of the Trust or any other officer of the Trust, based upon the prima facie evidence. The Flag raised is to be determined as per Terms mentioned in the Manual.

z) “GCC” means General Conditions of Contract.

A1) “Government” means the Government of Telangana or the Government of India/ or any other State Government as the case may be where ever it is applicable. The above may be read and understood in its respective contexts as applicable accordingly.

A2) “Government Hospital” means Institution/Hospital situated in the State of Telangana established by the then Govt. of united A.P/Government of Telangana/Government of India as the case may be.

A3) “Hospital” means Hospital Registered under Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulations) Act, 2002, its Rules & Regulations thereto / Telangana Allopathic Private Medical Care Registration and Regulation Act 2002, its Rules and Regulations thereto or the Acts of the Government of the State of Telangana as applicable governing the field and PNDT Act with minimum 50 beds and above for Multi Specialites and Super Specialities.

In the matters of Single Speciality such as Ophthalmology, Thalassemia and Sickle Cell Anaemia, Psychiatry, the minimum bed strength will be as per the Trust Guidelines.

A4) “IMA” means Indian Medical Association.

A5) “Infrastrucure” means the physical infrastructure facilities available in the Network Hospital.

A6) “IEC” means Information, Education & Communication.
A7) “Materials” means all documentation in printed or printable form and all instructional and informational aids in any form (including audio, video and text) and on any medium, provided to the Trust under the Contract.

A8) “Member”, in case of Service Provider consists of a joint venture of more than one entity, means any of these entities and “Members” means all of these entities;

A9) “Manual” means a manual or manuals prepared by the Trust consisting of instructions and guidelines to be followed for the operation of any of its Scheme(s).

A10) “Network Hospital”/ “NWH” means the hospital empanelled under the Scheme(s) of the Trust in the State of Telangana.

A11) Package includes end to end cashless service from the time of reporting of the patient till 10 days post discharge medications including complications if any up-to 30 days PostO.P discharge.

Package includes,
1) Consultation
2) Diagnostics
3) Medication
4) Specialist services
5) Implants / grafts / prosthesis
6) Food
7) Cost of surgery / procedure
8) Cost of transportation charges
9) Hospital charges

(The hospital applied for empanelment shall provide free Pre-O.P evaluation of patients including consultations and investigations for listed therapies who may not undergo treatment as I.P)

B1) “Package Price” means the price paid for the package to a Network Hospital.

B2) “Party” means the Trust or the Service Provider.

B3) “Pre-Authorization” means a process by which the Network Hospital obtains Online approval for certain medical procedures or treatments, from the
Trust and is mere approval (based on data provided by the NWH) of eligibility of the case for assistance under the Scheme.

B4) **Personnel** means persons hired by the Service Providers or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; and **Key Personnel** means the Personnel referred to in Clause GCC 4.2 (a).

B5) **PHC** means Primary Health Centre.

B6) **MEDCO** means Medical Coordinator from the Network Hospital with minimum MBBS qualification to coordinate with the Trust for implementation of the Scheme at Network Hospital.

B7) **A.S.** means Aarogyasri Scheme under the Trust.

B8) **Reporting** means reporting as the beneficiary.

B9) **SCA** means Service Contract Agreement.

B10) **SCC** means the Special Conditions of Contract by which the GCC may be amended or supplemented.

B11) **Service** means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix hereto.

B12) **Service Level** means the level and quality of service and other performance criteria which will apply to the services as set out in the scheme(s) under the Trust.

B13) **SLAs** means Service Level Agreements.

C1) **Subcontractor** means any person or entity to whom/which the Service Providers subcontract any part of the Services in Services in accordance with the provisions of Clause GCC 3.7; and

C2) **Scheme** means:

"Aarogyasri" Scheme means the Scheme under the "Aarogyasri Health Care Trust" of the Govt. of Telangana.

C3) **Service Provider** means an Establishment/Hospital situated in the State of Telangana, as per the prevailing Acts and Rules governing the field or such other medical aid provider empanelled with the Trust and adhering to the empanelment procedure and guidelines and referred also as Network hospital(NWH)/Empanelled Hospital under the Trust.
C4) “Surgery/Surgeries” means cutting, abrading, suturing, laser or otherwise physically changing body tissues and organs by qualified allopathic medical doctor who is authorized to do so.

C5) “Trust” “Aarogyasri Health Care Trust” means the Trust registered under the Indian Trusts Act, 1882.

C6) “Third Party” means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.

C7) “Treatment” means medical/surgical and other modes of management by qualified allopathic Doctor in the Network hospital.

C8) Therapy/ Therapies: Standard way of medical treatment to the patient as per the medical protocols of Allopathic Medicine.

C9) “TAT” means Turn Around Time.

C10) “The Scheme” means the description of Services including the disease and financial coverage, the terms and conditions of services available under the scheme.

C11) “Writing” means either written in indelible ink or electronically through the appropriate module of the IT application of the Trust.

2. Relation between the Parties

Nothing contained herein in this contract shall be construed or deemed to create any association, partnership or joint venture, employer-employee relationship or principal – agent relationship in any manner whatsoever between the parties. The Service Provider subject to this Contract shall have complete charge of personnel and subcontractor, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder. It is the bounden obligation upon the part of the service provider to protect the interests of the Trust and its objections and to act under the policies and guidelines of the government from time to time in this regard.

3. Law Governing Contract and Jurisdiction
This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The jurisdiction over matters arising out of or relating to this Contract shall lie at Hyderabad exclusively under the High Court of judicature at Hyderabad.

It is subject to G.Os/Notifications issued by the Govt. of Telangana from time to time.

4. Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

The heading shall not limit, alter or affect the meaning of this Contract. The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

6. Notices

i. Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, e-mail, or fax to such party at the address specified in the SCC.

ii. Notice will be deemed to be effective as specified in the SCC.

iii. A party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed in the SCC.

7. Location

The service shall be performed at such locations as are specified in Appendix hereto and, where the location of a particular task is not so
specified, at such locations, as the Trust may approve.

8. Authority of Member in Charge

In case the Service Provider consists of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Service Providers' rights and obligations towards the Trust under this Contract, including without limitation the receiving of instructions and payments from the Trust.

9. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Trust or the Service Provider may be taken or executed by the officials specified in the SCC.

10. Taxes and Duties

Unless otherwise specified in the SCC, the Service Providers, Sub-contractors and personnel shall clear such taxes, duties, fees and other impositions as may be levied under the Applicable Law including the existing Service Tax laws and Finance Act. The Trust is subject to the deductions of TDS as levied by the Government from time to time as per the applicable law.

11. Indemnity

Formal legal acceptance of responsibility against damage or loss, as specified in SCC Clause 1.11

12. To appoint other Service Provider:

The Trust has the right to appoint other Service Provider/s for
implementing the packages.

Article 2  Commencement, Completion, Modification and Termination of Contract

1. Effectiveness of Contract
   This Contract shall come into force and effect on the date (the “Effective Date”) of the Trust’s notice to the Service Providers instructing the Service Providers to begin carrying out the services mentioned in SCC. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

a. Termination of Contract for Failure to Become Effective
   If this contract has not become effective within such time period after the date of the Contract signed by the parties as shall be specified in the SCC, either party may, by not less than one (1) month’s written notice to the other party, declare this contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

b. Commencement of Services
   The Service Provider shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.

c. Expiration of Contract
   Unless terminated, this Contract shall terminate at the end of such time period after the Effective date as shall be specified in the SCC.

d. Entire Agreement
   This contract contains all the necessary covenants, stipulations and provisions mutually agreed by the parties. No agent or representative
of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. This contract is framed with the mutual assent of both the parties.

e. Modification

Modification of the terms and conditions of this contract, including any modification of the Scope of the service, may only be made by written agreement between the parties. Each party shall give due consideration to any proposals for modification made by the other party. Modifications shall be further subject to Conditions Specified in the SCC.

f. Force Majeure

a. Definition

(a) For the purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s Subcontractors, agents, representatives or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure
to make any payment required hereunder.

b. No Breach of Contract
The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

c. Measures to be taken
(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.
(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly given notice of the restoration of normal conditions as soon as possible.
(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. Extension of Time
Any period within which a Party shall, pursuant to this Contract, Complete any Action or task, shall be extended for a period Equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

e. Payments
During the period of their inability to perform the Services as a result of an event of Force Majeure, there shall not be any payment.
f. Consultation
Not later than thirty (30) days after the Service Provider as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

g. Suspension

The Trust may, by written notice of suspension to the Service Providers suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period and in the manner specified in the SCC.

h. Termination

a. By the Trust
The Trust may, by not less than thirty (30) days written notice of termination to the Service Provider (except in the event listed in paragraph (f) below.)
(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension within thirty (30) days of receipt of such notice of suspension or within such further period as the Trust may have subsequently approved in writing.
(b) If the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
(c) If the Service Provider submits to the Trust a statement which has
a material effect on the rights, obligations or interests of the Trust and which the Service Provider knows to be false.

(d) If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(c) If the Service Providers act to the contrary to the terms and conditions of this contract.

(f) If the Trust, in its judicious discretion and for any reasons what so ever, decides to terminate this Contract.

b. By the Service Provider

The Service Provider may, by not less than thirty (30) days written notice to the Trust such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d).

(a) If the Trust fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

(b) If the Trust is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Trust of the Service Providers notice specifying such breach;

(c) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Service for a period of not less than sixty (60) days; or

(d) If the Trust fails to comply with any final decision reached as a result of arbitration.

(e) If the Service Provider, in its sole discretion and for any reasons what so ever, decides to terminate this Contract.

2. In the event of delistment/de-empanelment of the Network Hospital, this Contract Agreement will automatically be terminated.
Upon termination of this Contract or upon expiration of this Contract hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in GCC hereof, (iii) the Service Provider's obligation to permit the Trust or its designated representative for copying and auditing of Aarogyasi accounts and records set forth in Clause GCC 3.6 any right which a party may have under the Applicable Law.

4. Cessation of Services
Upon termination of this Contract by notice of either party to the other, the Service Provider shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Trust, the Service Provider shall proceed as provided, respectively, by the relevant GCC Clauses.

5. Payment upon Termination

Upon termination of this Contract, the Trust shall make the following payments to the Service Provider.
(a) Payments pursuant to Clause GCC 6 hereof for services satisfactorily performed prior to the effective date of termination;
(b) Payments, expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
(c) Payments of any reasonable cost incident to the prompt and orderly termination of the Contract.

6. Disputes about Events of Termination

If either party disputes whether an event specified in paragraphs (a) through (e), such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this contract shall
not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. The Arbitration process is not applicable to the Disciplinary matters against the NWH.

Article 3 Obligations of NWH

1. a. Standard of performance
   The Service Provider shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this contract or to the services, as a faithful Service Provider to the Trust and shall at all times support and safeguard the Trust's legitimate interests and its objectives in any dealings with subcontractor or Third parties.

b. Law Governing Services
   i. The Service Provider shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any subcontractors as well as the personnel of the Service Provider and any subcontractors comply with the Applicable Law. The Trust shall notify the Service Provider in writing of relevant Trust manuals and the Service Provider shall, after such notification, follow the same.
   ii. The Service Provider shall retain, possess and update all therequired and necessary documents with regard to their NWH, as applicable, per law governing the field.

c. Scope of Services
   The Scope of services to be performed by the Service Provider is
specified in the Appendix. The Service Provider shall provide the services specified therein in conformity with the conditions and time Schedule stated therein Service Level Agreements (SLAs)

2. Conflict of Interests:
   i. Service Provider not to benefit from Commissions, Discounts, etc. The Payments of the Service Provider shall constitute the Service Provider’s sole payments in connection with this contract or the services, the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligation hereunder, and the Service Provider shall ensure that any subcontractors as well as the personnel and agents of either of them, similarly shall not receive any such additional payments.

   ii. Procurement Rules of Government
   If the Service Provider as part of the services, has the responsibility of advising the Trust on the procurement of goods, works or services, the Service Provider shall comply with any applicable procurement guidelines of the Government of Telangana and shall at all times exercise such responsibility in the best interest of the Trust.

   iii. Prohibition of Conflicting Activities
   The Service Provider shall not engage, and shall cause their Personnel as well as their Subcontractors and their Personnel not to engage, either directly or indirectly, in any of the following activities:
   (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them
under this Contract; and
(b) After the termination of this Contract, such other activities as may be specified in the SCC.

iv. Fraud and Corrupt Practices
a. The Service Provider and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, unwanted/unnecessary surgical interventions / therapies against medical ethics and standard treatment protocols or restrictive practice (collectively the “Prohibited Practices”). Not withstanding anything to the contrary contained in this Contract, the Trust shall be entitled to terminate this Contract forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has directly or indirectly or through an agent, engaged in any Prohibited Practices in the Empanelment Process or any other matter related to the Scheme(s), before or after entering into this Contract Agreement. In such an event, the Trust shall forfeit and appropriate genuine pre-estimated damages payable to the Trust towards, inter alia, the time, cost and effort of the Trust, without prejudice to the Trust’s any other right or remedy to initiate Disciplinary Action against the network Hospital and further to prosecute the hospital as per law.

b. Without prejudice to the rights of the Trust under sub clause (a) above and the other rights and remedies which the Trust may have under this contract, if the Service Provider is found by the Trust to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this contract, the Service Provider shall not be eligible to apply for empanelment during a period of 2 (two) years from the date the Service Provider is found by the Trust to have directly or indirectly or through an agent, engaged or indulged
3. Confidentiality
The Service Provider, their Subcontractors, agents and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Trust work or operations, without the consent of the Trust.

4. Liability of the Service Provider
Subject to additional provisions, if any, set forth in the SCC, the Service Provider’s liability under this Contract shall be as provided by the Applicable Law.

5. Insurance to be taken out by the Service Provider
The Service Provider (i) shall take out and maintain, and shall cause any subcontractors to take out and maintain, at their (or the subcontractors as the case may be) own cost but on terms and conditions approved by the Trust, insurance against the risks and for the coverage, as shall be specified in the SCC, and (ii) at the Trust request, shall provide evidence to the Trust showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

6. Accounting, Inspection and Auditing
The Service Provider (i) shall keep accurate and systematic accounts and records with specific details in respect of the services hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time charges and cost. (ii) Shall keep an accurate records up to date of all patient data and medical records in accordance with standard medical
practices, and (iii) shall permit the Trust or its designated representative periodically, and up to one (1) year from the expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Trust.

7. Service Provider’s actions requiring Trust’s prior Approval

The Service Provider shall obtain the Trust’s prior approval in writing before taking any of the following actions:

a. Appointing or changing such members of the Personnel which has a bearing on the empanelment criteria;

b. Entering into a subcontract for the performance of any part of the services, it being understood (i) that the selection of the Subcontractors and the terms and conditions of the subcontract shall have been approved in writing by the Trust prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Subcontractors and its personnel pursuant to this Contract;

c. Any other action that may be specified in the SCC.

8. Reporting Obligations

The Service Providers shall submit to the Trust the reports and documents, in the form, in the numbers and within the time periods set forth in the relevant manual of the Trust.

9. Furnishing of Copies of Medical records/documents:

All medical records, reports, and other documents prepared by the Service Provider for the Trust under this contract shall be copied and provided to the Trust in the capacity of a government agency in order to comply with the applicable law whenever required. Restriction about the future use of these documents, if any, shall be specified in the SCC.
10. Equipment and Materials if any furnished by the Trust
Equipment and materials if any made available to the Service Provider by the Trust shall be the property of the Trust and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Trust an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Trust’s instructions. While in possession of such equipment and materials, the Service Provider unless otherwise instructed by the Trust in writing, shall insure them at the expense of the Service Provider in an amount equal to their full replacement value.

11. Lease Agreement or Change of Management
If the Service Provider sells, transfers, bequeath, mortgages, leases out or in any manner transfers management/ownership or control of the Service provider’s hospital or the building in which the services are offered, this agreement shall remain effective and valid for the full contract term upon the new owner/management of the Network Hospital taking over and the new owner/management shall be bound by this contract as if signed by him. This clause has to be read along with Term 11.19 of the Guidelines for the Aarogyasri Scheme(Scheme Manual) and its relevant clause in SCC.

The Empanelment and Disciplinary Committee of the Trust is the competent authority to verify any matter related to the Service Provider in the clauses mentioned supra, and to take a decision on consideration/continuation of the contract agreement with new management/Service Provider on case to case basis depending upon the circumstances and the situation in the best interests of the Trust and its objectives. The decision of the EDC is binding upon the parties.

The Service Provider shall intimate any such change to the Trust at least 30 days prior to such transfer with a copy of contract or transfer deed.
The new owner/management shall submit revised certificate of registration and enter into a supplementary agreement / agreement with the Trust on the same terms and conditions.


i. The Service Provider undertakes that it has all the required facilities for performing the enlisted surgeries/ procedures/ therapies as per applicable law, empanelment guidelines of Trust, and the Trust manual. The service provider shall continue to all the empanelment criteria as confirmed through the application of Appendix at the Web Portal of the State of Telangana during the course of the contract, failing which the is done using standard formats supplied.

ii. The first point of contact for all the patients (both OP & IP) covering under the scheme shall be the Aarogyamithra positioned at the reception of NWH except in cases of emergency. Provided that all beneficiaries under any scheme of the trust covered by this agreement, entering the NWH premises shall be treated under this scheme.

iii. Any payment received from the patient shall be refunded to the patient before their discharge from the hospital and evidence should be submitted.

iv. The Service Provider shall adhere, obey and strictly follow the ‘Eligibility Criteria for Empanelment of Hospitals’ and undertakes to abide by the same. The Service Provider warrants that it has all the requirements of Empanelment i.e., Infrastructure requirements, Equipment requirements, Manpower requirements, Services requirements etc.

v. The Service Provider agrees shall possess and submit the declaration of the Ownership of the hospital as per registration under (Company/ Trust/ Society), premises and equipment. In case of lease of the hospital premises, the Provider agrees to submit Registered Lease Deed and its renewal from time to time.

vi. The NWH shall follow and act within the purview and in
accordance with the AP Allopathic Medical Care Establishments Act /Telangana Allopathic Private Medical Care Registration and the Regulation Act 2002 or the Acts, Rules in force governing the field in the State of Telangana as applicable as the case may be, PNDT Act (Wherever applicable) and as per the Rules of Medical Council of India, GOs and the applicable law from time to time. The NWH and its personnel shall firmly follow, abide and stick to the moral and code of Medical Ethics under all circumstances.

vii. The Service Provider agrees not to sell/ transfer/ lease or otherwise close down the NWH without prior intimation to the AHCT. In case of any sale /transfer/lease the NWH shall take steps for de-emanpelenment of the NWH from the Scheme(s) and covenants to provide treatment to the existing beneficiaries till completion of required treatment and also in facilitating Follow-up treatment to the eligible beneficiaries as per follow-up packages,(refer Term 11.19 of the Guidelines for Aarogyasri Scheme and the SCC).

viii. The Service Provider undertakes that it shall neither entertain nor submit the false evidences for diagnosis or treatment or surgery or manipulate any medical records (fraudulent/ forged documents) or submit false claims. In the event of any false records or claims being submitted by the NWH, Trust shall have the liberty to take legal and criminal action against the offenders including the NWH.

ix. The empanelled Network Hospital(s) shall furnish the proper and valid documents (Institution related, Infrastructure, Personnel, Equipments, Services, Medical, Accounts etc.) including the “Mandatory Documents” (Term 7.4 of Scheme Manual) to the Trust.

At any stage, if it is found that the document(s) submitted by the NWH are incorrect, invalid, bogus, forged, fabricated or misleading one, or any fact related thereto is suppressed, then the hospital will be held solely responsible for the same and will be liable for the Disciplinary Action and the prosecution as per law. The Trust will not be held responsible.

x. The Network Hospital shall update and renew its documents
within its stipulated time, if required under the law. In case of violation, the Trust will be compelled to initiate Disciplinary Action against the hospital.

xi. The Service Provider hereby obligates that it shall respond/reply to the letters/notices/communication/correspondence issued by the Trust within its stipulated time. In case of non responding the same, it will be viewed seriously by the trust and appropriate action will be taken against such network hospital in accordance with the letters/notices issued by the trust.

Other obligations of NWH are specified in SCC

Article 4  Service Provider’s Infrastructure, Equipment, Personnel and Subcontractors

i. General

The Service Provider shall employ and provide such qualified and experienced Personnel and sub-contractors as are required to carry out the Services.

2. Description of Personnel

i. The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service are described in Appendix. ii. Adjustments with respect to the estimated periods of engagement of key personnel set forth in relevant manual of the Trust, may be made by the Service Provider by written notice to the Trust, and

iii. Any other such adjustments shall only be made with the Trust written approval.

3. Approval of Personnel

The key personnel and subcontractors listed by speciality as well as by name in the Scrutinized online empanelment application are hereby approved by the Trust. Any subsequent changes shall be made after approval of the Trust.
4. Approval of Infrastructure and Equipment

The key infrastructure and equipment listed for speciality services as well as for general services in the Scrutinized online empanelment application are hereby approved by the Trust. Any subsequent changes shall be made after approval of the Trust.

5. Replacement of Personnel:

i. Except as the Trust may otherwise agree, no changes shall be made in the Key Personnel i.e., MD/CEO of the hospital, MEDCO. If, for any reason beyond the reasonable control of the Service Provider it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement to a person of equivalent or better qualifications. The procedure of change of MD/CEO prescribed herein shall be followed.

ii. Liability of Service Provider: If the Trust (i) finds that the NWH or any of the Personnel has committed serious misconduct or unethical act of omissions and commissions and has been charged with having committed a criminal action and negligence, deficiency of service, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall be held liable and are answerable to Courts, Forums upon their own responsibility.

6. Coordinator(s):

If required under SCC, the Service Provider shall ensure that at all times during the Service Provider’s performance of the Services, a coordinator(s), acceptable to the Trust, shall be coordinating the performance of such Services.

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Article 5  Obligations of the Trust:

j. Assistance and Exemptions:

Unless otherwise specified in the SCC, the Trust shall use its best efforts to all reasonable assistance as may be specified in the SCC.
k. Access to Software application:

The Trust warrants that the Service Provider shall have, free of charge, unimpeded access to the relevant module(s) of the software application of Trust in respect of which access is required for the performance of the Services.

l. Changes in the Applicable Law:

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the expenses otherwise payable to the Service Provider under this Contract shall remain the same and subject to the ceiling amounts as specified.

Services and Facilities of the Trust:

The Trust shall make available to the Service Provider and the Personnel, for the purpose of any training and free of any charge, the training facilities at the times and in the manner specified by the Trust.

m. Payment:

In consideration of the Services Performed by the Service Provider under this contract, the Trust shall make to the Service Provider such payments and in such manner as is provided in GCC of this Contract.

n. Counterpart Coordinator(s):

The Trust has made available to the Service Provider, and free of charge, counterpart coordinator(s) on behalf of the Trust. The specified counterpart coordinators are given in SCC.

o. Other obligations of Trust are specified in SCC
Article 6 Payments to the Service Provider:

1. Packages
   a) The definition of package is specified in SCC
   b) Except as may be otherwise agreed in this GCC, payments under this Contract shall not exceed the ceilings specified in the SCC.

2. Payments:
   a) Subject to the ceilings specified in Clause GCC hereof, the Trust shall pay to the Service Provider Payments as set forth in GCC.
   b) Payments shall be determined on the basis of satisfactory performance of the identified procedures as per standard medical practice after the date determined in accordance with relevant Clauses in GCC and SCC (or such other date as the parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.

3. Currency of payment:
   a) Payments shall be made in Indian Rupees.
   Mode of Billing and Payment:
   Billings and payments in respect of the services shall be made as follow:
   i. As soon as practicable and not later than ninety (90) English calendar days after the discharge of the patient, during the period of the services, the Service Provider shall submit a claim to the Trust, accompanied by appropriate supporting materials, indicating the amounts payable for such claim. Each claim shall be settled as specified in SCC.
   ii. The Trust shall cause the payment of the Service Provider within seven (7) working days after the receipt by the Trust of such claim with supporting documents by way of single payment.
   iii. The Services shall be deemed completed and finally accepted by the Trust and the claim shall be deemed approved by the Trust as satisfactory ninety (90) English calendar days after receipt of the
claim by the Trust unless the Trust within such ninety (90) days period gives notice to the Service Provider specifying in detail deficiencies in the services / supporting documents produced. The Service Provider shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Trust has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Service Provider to the Trust within thirty (30) days after receipt by the Service Provider of notice thereof. Any such claim by the Trust for reimbursement must be made within twelve (12) English calendar months after receipt by the Trust of a claim approved by the Trust in accordance with the above. iv. All payments under this contract shall be made to the accounts of the Service Provider specified in the SCC.

Article 7  Fairness and Good Faith:

p. Good Faith:

The parties hereby undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

q. Operation of the contract:

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly and judiciously (to act skilfully with discretion, wisdom and prudence) as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in
Article 8 Settlement of Disputes:

r. Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes or contentions arising out of or in connection with this contract or the interpretation thereof.

2. Dispute Settlement:

i. Any dispute between the parties arising under or related to this SCA that cannot be settled amicably may be referred to by either party to the Arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996 or other rules as may be mutually agreed.

ii. The parties herein fully understands that the option of approaching the court of law is only after the exhaustion of remedy through the above Arbitration but not before it in accordance with the provisions specified in the SCC.

The jurisdiction of any such Arbitration or the litigation lies at Hyderabad under the High Court of judicature at Hyderabad.

Further, the Network Hospital fully understands that the Arbitration mechanism and its process are not applicable in the matters of Disciplinary Proceedings/Actions against the Network Hospital.

Article 9 Disciplinary Action

1. Any deficiency in service by the empanelled hospitals or non-compliance of the provisions of SCA will be scrutinized by the Empanelment Disciplinary Committee (EDC) constituted as per the Aarogyasri Health Care Trust Resolution No. 134/ 2009 comprising of representatives from the Trust shall make deliberations and suspend/ de-empanel / delist/ stop payments/with hold the payments/Seek Bank Guarantee as Security/ warning, or take any
other appropriate action i.e., imposing of Exemplary Penalty up to Ten Times against erring NWHs for their acts of Omissions and Commissions, by virtue of Board Resolution No. 234/ 2011, based on the nature of the complaint against the Service Provider. The Service Provider shall abide by the decisions made by the EDC and the Trust.

2. The Empanelment and Disciplinary Committee of the Trust is duly empowered and competent to initiate and take disciplinary action against the erring network hospital empanelled under the different schemes implemented by the Aarogyasri Health Care Trust, on case to case basis in each of its Scheme. In any of the scheme, if EDC finds that the network hospital has violated the provision(s) of the SCA with reference to the infrastructural, equipment, manpower, service deficiencies and in pursuant to Article-9 of SCC under ‘Grounds for Disciplinary Action’ then the EDC is empowered to initiate the action commonly against the erring network hospital in all the specialities/schemes of the Trust wherein the hospital is empanelled. In reference to the above, the instructions laid down in Circular No. AHCT/3778/EDM/F-133/2014-15, dated 23.08.2014 is binding upon the network hospital(s).

3. The Network Hospital understand and agrees that the Trust/EDChas the liberty to initiate Disciplinary Action/ prosecute the erring Establishment/ hospital and its responsible personnel working in the network hospital as per law in civil and criminal jurisdiction, including the legal action of recovery in the matters of collection of money by the hospital and the relief of damages/compensation as prescribed by the legal forums against the hospital concerned.

4. A Network Hospital has the opportunity to prefer an Appeal to the Chief Executive Officer of the AHCT within Fifteen (15) days of the Order (receipt of Order) of the Empanelment and Disciplinary Committee(EDC).

   ii. In the event of non-compliance of the decision/order of the EDC
and in the absence of an Appeal to the Chief Executive Officer, the action of delisting or other competent action as per law and the Guidelines laid down by the Trust will be taken against the non-compliant hospital.

This Article-9 may be read along with the "Disciplinary Action" of the 'Guidelines for Aarogyasri Scheme' as updated from time to time and the SCC of the Contract Agreement.

N.B: This 'Disciplinary Action' clause is applicable and binding upon 'Aarogyasri Scheme' and other Scheme(s) (related to BPL) under the Trust and it is applicable upon the empanelled network hospitals respectively, under the Trust.

Article 10 Schemes

a. The schemes that the NWH shall service are
   i. Aarogyasri Scheme including BPL families, destitute and orphans, and CMCO cards.
   ii. The guidelines for individual schemes are available on the Trust website as amended from time to time. See SCC for further details.

b. This agreement shall cover all the schemes mentioned in article and other Scheme(s)(related to BPL) under the Trust of the State of Telangana.

SPECIAL CONDITIONS OF CONTRACT

Article 1 General Provisions:
4. The language shall be English
6. The addresses are:

For the Trust:
Aarogyasri Health Care Trust,
Door No. 8-2-293/82/a/ahct,
Road No: 46, Jubilee Hills,
Hyderabad - 500033

Attention:

Telephone No.: 91-040-23547107
Fax : 91-040-23555657
E-mail: ceo@aarogyasri.gov.in

For the Service Provider:
Attention:

Address:

Telephone No.:
Fax:
E-mail:

Notice will be deemed to be effective as follow:

i. In the case of personal delivery or registered mail, on delivery;

ii. In the case of facsimiles, 02 days (48) hours following confirmed transmission.

iii. In the case of communication, intimating through Trust portal.

8. The Service Provider is a single entity.
9. The Authorized Representatives are:
For the Trust: The Joint Executive Officer (Empanelment)/Any other officer Aarogyasri Health Care Trust representing Chief Executive Officer, AHCT.

For the Service Provider: Chairman / Managing Director / CMD / Superintendent Principal / COO / CEO / Proprietor / Managing Partner / Managing Trustee.
10. The package price payable by the Trust to the Service Provider shall be subjected to statutory tax deductions at source (TDS) at applicable rates. The Trust shall issue a TDS certificate to the Service Provider for all TDS deducted and Service Provider agrees that such certificate may be issued periodically.

11. The Service Provider is aware that this Contract has arisen for the purpose of implementation of the Aarogyasri Scheme and other Scheme(s) (related to BPL) under the Trust, and accordingly the Service Provider shall under no circumstances charge or seek any payment from the beneficiaries, but will look only for indemnity, and that too only to the package amount specified in respect of procedures referred to earlier and agreed to under this Contract. Signature or the LTI of the patient / Beneficiary will be obtained on the discharge form. The Service Provider shall be covered by proper indemnity policy including errors, omission and professional indemnity and agrees to keep such policies in force during the entire tenure of the agreement.

12. Acts of Commissions and Omissions by NWH:

The Provider shall be responsible for all commissions and omissions in treating the patients referred under the Scheme and will also be responsible for all legal consequences that may arise. Trust shall not be held responsible for the choice of treatment and outcome of the treatment or quality of the care provided by the Provider and should any legal complications arise and is called upon to answer, the provider indemnify to pay all such legal expenses and consequent compensation, if any.

a. Deficiency in Services:

The Service Provider admits and agrees that if any claim arises out of alleged deficiency in service on their part or on the part of their men or agents, then it will be the duty of the Service Provider to answer such claim. In the unlikely event of Trust being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with the Service Provider, then the Service Provider will step in and meet such liability on their own.

b. Treating Doctor and NWHs responsibility:

The mere Preauthorization approval of case by Trust based on the data provided by the Network Hospitals shall not be construed as final medical opinion with regards to Diagnosis & Treatment of choice. The treating Doctor & Network hospital shall
be solely responsible for the final diagnosis of disease, choice of treatment employed and outcome on such treatment.

Cashless Service:

i. The Beneficiaries are provided with cashless treatment with adequate facilities without the need to pay any deposits right from the entry into the hospital, the commencement of the treatment, the end of treatment till the expiry of 10 days post discharge, for all the procedures covered under the Aarogyasri Health Scheme.

ii. It is envisaged that for each hospitalization the transaction shall be cashless for covered procedures/listed therapies. Enrolled BPL beneficiary will go to hospital and come out without making any payment to the hospital subject to procedure covered under the scheme.

iii. The same is the case for diagnostics if eventually the patient does not end up in doing the surgery or therapy.

iv. Aarogyasri beneficiary cannot request to undergo treatment as non Aarogyasri case (Cash patient). Network Hospitals has to ascertain from all the patients whether they have white ration card or not. Any patient with white ration card/any other health card as notified by the Govt., shall be evaluated and treated cashlessly for any Aarogyasri therapy in the Network Hospital. No white card holder can be converted into a cash patient for Aarogyasri Therapies.

The NWH shall not force, coerce the patient for accepting/with consent for payments for treatment purpose in the form of letter etc.

d. Quality of Services:

Network Hospital shall follow the Standard treatment Protocols and use only approved diagnostics, medications, implants, anesthesia, surgical procedures, medical therapies and for discharge in fit condition and other inputs to ensure quality treatment. Network Hospital shall follow the best medical practices as per the standard treatment protocols and ensure
quality of services for the best outcome and functional improvement of the treatment. The hospital may establish internal medical audit mechanism for the above purpose.

NWH shall facilitate the interaction between white card holders both Aarogyasri and non-Aarogyasri getting treated in NWHs with field staff. NWH shall facilitate collection of any document/photograph or any other evidence as required by field staff.

12. Trust reserves the right to appoint other service provider/s for implementing the packages envisaged herein and the service provider shall have no objection for the same.

Article 2 Commencement, Completion, Modification and Termination of Contract:

1. The effectiveness conditions are the following:
   i) The Service Provider shall be empanelled by the Trust
   ii) The Service Provider shall have in place all the qualified medical and Para-medical staff.
   iii) The contract shall be deemed to have come into effect from __ date.

2. The time period shall be thirty (30) days.
3. The time period shall be zero.
4. The time period shall be for one [1] year subject to the condition that it is understood and agreed between the parties that the term of this agreement shall be extended, on the existing terms and conditions, by a period of one(1) month unless expressly terminated by the Trust through a letter in writing, or by a new agreement between the parties. It is subjected to the orders of the Govt. of Telangana issued from time to time as the case may be. In any of the circumstances the orders of the Govt. of Telangana shall prevail and will be binding upon the parties.
4.1 Performance Appraisal:
In the event of expiry of the Service Contract Period of the NWH, it shall
duly intimate to the Trust its intention of the renewal/non renewal of the SCA
prior thirty(30) days of the expiry of the Service Contract Agreement
period. The EDC/Trust shall have the option either to renew or non-renew the
Service Contract Agreement based on the performance of the hospital.
Performance Appraisal of the hospital shall be the criteria to decide the
renewal of the SCA by the EDC/Trust. The hospital shall abide by the
decision of the Trust.
The performance appraisal of the hospital shall be the criteria to decide for
Disciplinary action even during the period of empanelment of the hospital
and within the valid period of the Service Contract Agreement.

6.(a) Addendum:
The Trust and the Service Provider upon mutual consent shall be entitled to carry the
addendum through separate addition to this SCA with a view to modify, alter, ratify
or add to the existing clauses of this SCA in such manner and to such extent as they
may consider expedient in the interest of and for the purpose of the Trust.

(b) Circulars / G.O.s:
The service provider shall earnestly abide and adhere to the circulars, guidelines,
instructions of the Trust and the G.O.s, notifications, proceedings and the Guidelines
of the Government of Telangana, issued from time to time related to the Trust and
its Schemes. The same shall be binding upon all the network hospitals (NWHs) from
the date of its issuance.

The Circulars/G.Os issued by the State of Telangana/Govt. of India shall be
binding upon the network hospitals.

(c) Guidelines:
The Service Provider of the state of Telangana agrees to follow all the guidelines in
rendering the services to patient beneficiaries as part and parcel of this SCA. The
Service Provider also agrees to follow and adhere to the guidelines issued by the
Trust from time to time.

(d) Entering into documentation:
The Service Provider hereby agrees to enter into any Agreement, Contract or Documentation with AHCT as and when such need arises in the interest of the Trust and its Schemes.

(e) Online/Trust Web Portal:
Online / Trust Web Portal mechanism is obligated and binding on all the network hospitals of the State of Telangana under the schemes of the Trust. The Packages, Package, Pricing and Follow up Packages, notifications, G.Os, circulars, guidelines and Manual displayed in Trust Online Web Portals of AarogyasriScheme of the State of Telangana, forms the integral part of this Service Contract Agreement along with the Manual of the Trust issued from time to time.

Further, the process of Empanelment, Change requests for MEDCO, AMMCO and Specialist Doctors, NABH accreditation, Pricing, Preauthorization, Claims of the hospitals, follow up Claims, Payments to the hospitals and Disciplinary Proceedings on Online/Trust Web Portal issued from time to time, shall mandatorily binds upon the network hospital.

8. Suspension results in stoppage of registration of fresh patients and Stop Payments.

Article 3 Obligations of Network Hospital

s. The obligations of the Network Hospitals under the Trust, situated in the State of Telangana are stated as follow:

t. The obligations of the Network Hospital(s) shall be referred at Term 11 under “OBLIGATIONS OF NWH” as laid down in ‘Guidelines for Aarogyasri Scheme’ (Scheme Manual), Appendix of this SCA and its related references, as amended from time to time.
u. The other obligations of the Network Hospital(s) are as follow:

v. The Circulars, Guidelines issued by the Trust and the G.Os, proceedings, notifications and the guidelines issued by the State of Telangana and the Govt. of Indiashall be binding upon the network hospitals and the hospital shall follow and implement the same.

w. The network hospital shall provide the treatment to the eligible patient beneficiaries as per the scheme(s) under the Trust.

x. The jurisdiction of the Arbitration proceedings and the case/litigation shall be under the “High Court of judicature at Hyd.

y. The network hospitals are subject to the Disciplinary proceedings/action of the Empanelment and Disciplinary Committee of the Trust and the Trust.

z. The network hospitals shall mandatorily obtain the Mandatory/necessary Permissions/licenses/ Authorisations/Certificates that are required for the hospital’s infrastructure, equipments, manpower, lab facilities, diagnostics facilities, pharmacy, blood bank, physiotherapy, Pantry, Mandatory Documents(7.4 of the Manual) and the services as per the applicable law and rules governing thereto.

aa. The Network Hospital shall abide by the rules and regulations issued by the Govt. from time to time w.r.t Parking, Cellar, Space utilisation and other areas.

bb. The network hospital(s) shall allow the inspections/enquiries carried by the Trust and its officials in their hospital, conducted from time to time and shall not suppress any fact or facts or mislead the Trust authorities in any manner. They shall cooperate with the Trust officials in carrying the inspections and enquiries.

c.c. The Vigilance Officer of the Trust (any other authorized officer of the Trust) is empowered to inspect any Govt. or Private empanelled Network Hospital without prior intimation and can verify the hospital’s infrastructure, personnel, equipments, Services, Patient Treatment Records, Medical Audit records, Financial Accounts and Audit Records, Income Tax Audit records etc.

dd. The network hospital(s) shall coordinate with the Trust, its officials and the Trust officials at the field level, and shall not give any grievance/complaint
of non cooperation with the Trust staff and its officials.

Accounts matters:

ee. The network hospital(s) shall follow the applicable law governing the TDS, Service Taxes etc. besides following the Guidelines/ Circulars of the Trust issued from time to time.

ff. The empanelled network hospital shall update all the required and proper Bank Account details, PAN Card etc., on the prescribed Trust Online Portal, when applied for the first time and also whenever there is the change of bank account details, PAN Card details etc.

gg. The network hospital shall ensure that the said Accounts details should match with the type of the institution of the hospital. Any change in Accounts details etc., shall have the prior intimation to the Trust.

Medical Audit matters:

hh. The empanelled Network hospital(s) shall conduct the mortality and morbidity meetings regularly every month and shall submit the report to the Trust and the hospital should comply on the recommendation issued by the Trust for improving quality of services.

ii. The Network Hospital should accept the Medical Audit of pre-auths., claims, follow up claims etc., and Financial Audit of the Trust released amounts and I.T Audits.

Money Collection by the Hospital:

Cashless service to the patient beneficiary is the primary and the basic component of the Scheme(s) under the Trust. The NWH under any circumstances shall not collect the money from the patient beneficiary, violation of which will be viewed seriously by the Trust.

jj. In the event, the eligible Aarogyasri beneficiary intends to undergo treatment on Non Aarogyasri/Cash basis, then the network hospital shall ensure by recording the voice of the patient or his/her attendant/Video recording evidencing that the beneficiary voluntarily desires to obtain the treatment on cash basis. Further, the NWH shall provide any document(s) and Video C.D as and when demanded by the Trust.

In case of any complaint, non-production of the said evidence by the hospital will be treated against the Network Hospital and liable for
Disciplinary Action.

kk. In case of Money Collection, the amount has to be refunded to the patient beneficiary or to his attendant authorized by the patient by the hospital preferably before Discharge of the patient from the hospital. As the proof of refund, the network hospital shall produce the proper evidence of refund of amount which should include among the other things, the proper refund particulars, photograph of refund, audio and video recording of the said refund and refund letter for refund of money and signed by the patient or his authorized attendant. It shall submit the refund evidence to the Trust, before the discharge of the patient and before the approval of the claim.

The hospital shall not cause any undue influence, pressure or force against the patient beneficiary in any manner and shall not mislead or deceive the patient or dramatize the fake pretensions of refund of money and taking back refunded money. If any complaint is received then besides the Disciplinary Action, the NWH can be prosecuted as per law.

ll. Diet:

The network hospital shall provide the Diet to the Aarogyasri beneficiary for the worth of Rs.100/- per day (break fast with tea/coffee, lunch and dinner), as per the prescribed Guidelines issued from time to time.

The NWH shall provide diet to one attendant of the Scheduled Caste/Scheduled Tribe (SC/ST) under Aarogyasri/ other scheme(related to BPL) beneficiary as per the stay of the patient beneficiary in the hospital.

2(i)“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Trust who is or has been associated in any manner, directly or indirectly with Empanelment Process or Package Price fixation process or dealing with matters concerning the contract or empanelment guidelines before or after the execution of the SCA
thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Trust, shall be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or engaging in any manner whatsoever, whether during the Selection Process or after the empanelment or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Scheme or the empanelment or the contract, who at any time has been or is a legal, financial or technical adviser in relation to any matter concerning the Scheme;

(ii) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process and during the period of continuance of Empanelment thereafter as the empanelled hospital.

(iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Empanelment Process or the exercise of its rights or performance of its obligations by the Trust under this contract;

(iv) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Trust with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process/Disciplinary actions or (ii) having a Conflict of Interest; and

(v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among other Service Providers with the objective of restricting or manipulating a full and fair Selection in the Empanelment Process.

(vi) Malpractices:

a. The NWH and its personnel shall strictly desist and refrain themselves from committing the illegal acts of malpractices, unlawful and unethical acts which are as follow:

A) Collection of money from the beneficiaries.
B) Deficiency of services
C) Engaging middle men
D) Denial of admission/Rejection of services to the patient beneficiaries under the Scheme(s) of the Trust.
E) Mobilizing patients by fraudulent means to network hospitals

F) Fraudulently luring the patients from other hospitals and shifting them at their choice of hospitals, through brokers, agents and marketing executives etc.

G) Payment of commissions or percentage by NWHs to primary health care`s staff or Trust field staff for gaining undue favours.

H) Unauthorized shifting of patient beneficiaries to other hospitals.

I) Discontinuing the required treatment to the beneficiary abruptly during the course of treatment and follow up period.

J) Fraudulent and fake pre-authorisations.

K) Fraudulent claims/follow up claims/enhancements.

L) Indulging in any irregularity in respect of excess/bogus claims.

M) Creating and using bogus and forged documents (fake photos, X-Rays, C.T/MRI, Films and reports C.Ds,)

N) Referral cases with wrong guidance

O) Misguiding the patients by giving wrong guidance and incomplete, inadequate treatment/in emergency without stabilization of patient`s condition, before referral to other hospitals.

P) Inhuman behavior by the NWH, against the beneficiaries and the staff of the Trust.

Q) Using beneficiaries/treatment documents and evidences/photos, C.Ds,CTMRI and X-Rays for clinical trials/live demonstrations and in seminars, conferences etc.

R) Not utilizing Standard Medical & Surgical consumables like implants, Stents, Grafts, Valves, IOL`s etc.

S) Cheating the patient beneficiary and the Trust.

T) Resorting to any unlawful activities by the NWH.

b. The Network Hospital shall neither encourage such illegal and unjust activities nor shall act or commit the same. The Trust on the other hand shall enquire/inspect the same when it is brought to its notice and initiate disciplinary action against the NWH and appropriate action including civil and criminal actions as per law and its relevant G.Os/Notifications against the guilty/culprits.

c. The Service Provider agrees to protect the confidentiality of the patient data including that of the clinical photographs and other relevant documents / evidences and take due care to follow the standard treatment and medical practices while...
obtaining such photographs, C.Ds, Investigation reports and patient treatment records. Under no circumstances the Trust cannot be held responsible for lapse in confidentiality and protecting the information of the patient in the hospital.

The Trust is not liable for the same.

i.4.a Limitation of Liability and Indemnity

i. The NWH shall be responsible for all commissions and omissions in treating the patients referred under the scheme and will also be responsible for all legal consequences that may arise. Trust will not be held responsible for the choice of treatment and outcome of the treatment or quality of the care provided by the NWH and should any legal complications arise and is called upon to answer, the NWH will pay all legal expenses and consequent compensation, if any.

ii. The NWH admits and agrees that if any claim arises out of alleged deficiency/negligency in service on their part or on the part of their men or agents, then it will be the duty of the NWH to answer such claim. In the unlikely event of Trust being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with the NWH and then the NWH will step in and meet such liability on their own.

iii. The mere Preauthorization approval of case by Trust based on the data provided by the Network Hospitals shall not be construed as final medical opinion with regard to Diagnosis & Treatment of choice. The treating Doctor & Network hospital shall be solely responsible for the final diagnosis of disease, choice of treatment employed and outcome on such treatment.

b. Liability of Claim/ Suit/ Disciplinary actions:

NWH admits and agrees that if any claim, suit or disciplinary actions by Empanelment and Disciplinary Committee (EDC) arises due to any commissions or omissions of their employees including treating doctor, MEDCO, AMMCO, Billing
Head, Data Entry Operator or employees outsourced by them, NWH will be liable for such claim or suit or Disciplinary action.

c. Cyber Crimes:
In case of any detection of cybercrime or other crimes related to the schemes and Trust and the matters connected thereto then either party shall bring the notice of the same to the other, conduct an enquiry within seven days and shall register the complaint in the police station within jurisdiction and pursue the complaint to punish the culprits.

d. Lodging of Police Complaint:
The Service Provider shall not entertain or encourage middlemen or brokers for processing empanelment, pre-authorization, claim settlements, deficiencies in services and deaths of the patients and disciplinary matters of the Trust or the matters related to the Trust. In such an event of undue interference by the vested interests the NWH shall lodge a complaint with the nearest police station under intimation to the Trust and follow the same scrupulously. The NWH understands that the workflow process in the Trust operates through online and there is no scope for influence from any outside elements.

e. Severability:
If any provision to this contract is invalid, unenforceable or prohibited by law. This agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder provisions of this agreement shall be valid, binding and of the like effect as though such provision was not included herein.

f. The Precedent of Contract:
This contract is precedent over other statements which will become invalid once this contract is executed.

g. Novation of Contract:
It is hereby agreed between the parties hereto that the previous contracts, if any, shall come to an end with the execution of this contract and henceforth the parties shall be governed by the provisions of the present Service Contract Agreement.

9. The Service Providers shall not use these documents for purposes unrelated to this Contract without the prior permission / intimation of the Trust. i.e., Conferences, Workshops, Seminars etc. The judiciary and quasi-judicial authorities within India
are exempted under this clause.

12.ii. The list of empanelled specialities is in appendix for which the NWII shall render services cashless under the schemes of the Trust.

iii. It is quite necessary that the list of Empanelled Specialities selected shall match with the "EDC approved Specialities" mentioned in the SCA and Hospital Master of the Trust/ "Online Specialities" of the Trust relating to the specific NWH. In the event of any proposed change, addition or deletion of the specialities (poor performance/zero performance and non-availability of specialists) selected by the NWH, it has to be preceded by the application of the request of such change of specialities by the NWH and consequent permission/approval thereupon by the EDC/Trust after the required inspection of the empanelled hospital. It is emphasized herein that the permission/approval of the Trust is the indispensable requirement to effect any change of empanelled Speciality, or else any such change concerning the intended speciality shall not be effected and will be deemed as invalid.

(ii.) Further, in case of discrepancies occurs between the list of marked specialities (Appendix) and the EDC approved specialities as mentioned in the SCA/Hospital Master/online specialities then in that event the EDC approved specialities as mentioned in the SCA will prevail upon and the EDC approved specialities shall be binding upon the network hospital.

(iii.) The empanelled network hospital shall submit its necessary Declaration/Undertaking w.r.t. the Specialities, as and when asked for and desired by the Trust, which will be read along with this contract and forms the part and parcel of this Service Contract Agreement.

(viii)

i. Change of Management: The steps to be followed for the change of management by the NWH shall be as follow:

a. In the letter of intimation the hospital authorities have to notify the details of existing management and proposed management along with reasons of change of management.

b. The existing hospital is required to opt for de-empanelment submitting declaration/undertaking as follow:

i) To provide services to the Aarogyasri beneficiaries who are on the bed till discharge and also provide follow-up treatment to eligible patients.

ii) To be held liable and accountable for all and each of the act of omissions and commissions committed by the existing NWHs and its personnel during their term period relating to contract as such answerable for the same in the EDC panel, courts
and other forums.
c. The new management has to apply for fresh empanelment and undertake to provide follow-up treatment to the Aarogyasri beneficiaries of existing hospitals.
d. The new owner/management shall submit the copy of contract or transfer deed to the Trust.
e. The new owner/management shall have entered into a supplementary agreement/agreement with the Trust on the same terms and conditions envisaged in SCA.
f. The new owner/management shall submit revised certificate of registration and incorporation.
g. Bank accounts and related other particulars.
h. Notarized affidavit / declaration to be given by new management/owner, mentioning the following particulars.

i) The NWHs and its personnel shall protect the interests of the Trust and its objectives
ii) Liability for the acts and omission commission upon the new owner/management and the previous management either separately or jointly as the case may be lies upon them, as such answerable for the same in EDC panel, court and other forums.
iii) The EDC may take the decision on case to case basis depending upon the circumstances and the situations in the best interest of the Trust and its objectives.
   i. Change of head of the institution representing the Hospital:
The hospital authorities have to notify the details of existing authorized person and proposed authorized person to represent the hospital along with reasons for change request.
The hospital has to apply online requesting to permit the change of authorized person to represent the hospital and to sign all the documents relating to the Aarogyasri scheme.
The hospital should submit the following documents for change of authorized person representing the hospital and the name of proposed in charge should be brought on record.
   a. Notarized copy of board resolution authorizing the person in charge to sign the document and as well to administer and represent on behalf of the hospital with the Trust.
   b. Authorization letter with attested signature of person in charge.
   c. Notarized declaration affidavit of person in charge
   d. Renewals of MoU are signed by the person in charge, submission of documents by hospital for approval.

iii. Change of Name of Hospital:
The hospital authorities have to notify the details of existing name and proposed name with the reasons for change.
The hospital has to apply online requesting for change of name.
The hospital should submit the following documents for change of name.
   a. Notarized declaration affidavit by the MD/CEO etc., of the hospital stating the change of name of the hospital
   b. Certificate of registration of Allopathic medical care establishment / Telangana Allopathic Private Medical Care Registration and Regulation Act 2002 and its Rules and Regulations governing thereto, from the concerned registration authorities with the new name
   c. Permission from the statutory authorities and local bodies.
iv. Change of Building/ Premises of Hospital:
   a. There shall be no unauthorized change of building/ premises of the NWH.
   b. The hospital authorities have to notify about the change of premises of the hospital with reasons.
   c. Change of premises at different location shall be treated as new hospital. The hospital is required to apply online freshly for empanelment by submitting required documents and opt for de-empalvement of existing (previous) hospital along with a declaration/ undertaking to provide services to Aarogyasri beneficiaries who are on bed till discharge and also provide follow-up treatment to eligible patients.

   v. In case Hospital’s Pan Card is in The Name of Trust / Society Foundation/ Company and not in the Name of the Hospital:
      a. The hospital authorities have to notify about the details of Pan Card in the name of Trust/society/foundation/company.
      b. The hospital has to apply online requesting to consider the Pan card of Trust/Society/ Foundation/ Company for TDS exemption.
      c. The hospital should submit the following documents for considering the Pan Card of Trust/Society/Foundation/Company for TDS exemption.
      d. Certificate of registration of allopathic medical care establishment / Telangana Allopathic Private Medical Care Registration and Regulation Act 2002, from the concerned registration authority with hospital name associated with the name of the Trust/ Society/ Foundation/Company.

      Notarized affidavit by the Member/ Trustee/ MD/ CEO/ Director etc., of the hospital declaring that hospital is a unit of Trust/ Society/ Foundation/ Company with the details of Pan card and bank accounts. Certificate from auditor/ chartered accountant declaring that hospital is a unit of Trust/ Society/ Foundation/ Company with the details of the bank account with Pan Card.

      The hospital has to furnish the other relevant document(s) other than the above, as and when demanded by the Trust.

Article 4 Service Provider’s Infrastructure, Equipment, Personnel and Subcontractors:

6. The person(s) designated as MEDCO/ AMCCO shall act as a representative of NWH for facilitating cashless treatment to all beneficiaries.

MEDCO/ duties

   a. MEDCO should facilitate for O.P/I.P diagnostic and investigation services, consultation with the specialists, conversion of O.P into I.P along with the admission of the patients and to take care from the date of admission till 10 days after the discharge of the patient and for followup treatment.

   b. Submitting and answering queries and pending remarks to the Trust relating to preauthorization, claims, followup claims and enhancements etc.
Settle the grievances of the patients in coordination with the concerned Dist. Coordinator and field staff and communicate with the Trust before and after the discharge of the patient.

d. The detailed duties and responsibilities of MEDCO shall be scrupulously followed as specified in scheme manual of the Trust and at its website.

e. The user I.D and the Pass word allotted to the MEDCO shall not be revealed to the staff / outsiders and shall maintain the confidentiality. When ever there is a change in the MEDCO, the earlier allotted user I.D and Pass word shall be duly de-activated by the hospital before requesting for the new user I.D and the Pass word for the newly nominated MEDCO by the hospital.

The MEDCO/NWH also shall inform the Trust whenever a consultant specialist doctor resigns/goes on leave/withdraws the services/termination of services by the NWH and immediately de-activate their logins and their names in the empanelled list, and shall not raise any pre-auth/claims on his name.

AMCCO Duties

mm. The NWH shall provide an AMCCO (non technical) who shall coordinate all activities related to health camps.

nn. Whenever the Health Camp(s)/Mega Health Camp(s) are organized, then the network hospital shall scrupulously follow the Trust Guidelines issued from time to time.

oo. The detailed duties and responsibilities of AMCCO shall be specified in scheme manuals of the Trust and at its website.

Information Technology (I.T):

qq. Liability lies upon the Network Hospital for unauthorized intrusion and unauthorized usage of Login IDs. In the I.T applications NWHs shall have its I.T support services.

rr. The Trust is not responsible for any financial or any physical damages, which causes due to schedule malfunction.

Software of Network Hospital(s).

ss. The Computer at the NWH shall be of the following specifications:

tt. 4 GB RAM

uu. i 4 Processor

vv. 2 MBPS dedicated bandwidth Connection per single computer.

ww. Operating System / Window 7 & above versions.
xx. AntiVirus, Software shall be installed in the NWH System/Computer.

yy. Whenever the Network Hospital is delisted, suspended or de-empanelled, the Software shall not be used for any purpose from the date of delistment.

Article 5 Obligations of the Trust:

6. Counterpart coordinators are the Aarogyamithras, Team Leaders, District Manager and District Coordinator on behalf of the Trust at district level in its respective districts. Aarogyamithrashall ascertain in respect to the availability of the eligibility card, identity and register the beneficiary, shall coordinate with MEDCO for raising and follow preauth., process, monitor cashless treatment, Support and help the patient during the stay in the hospital, to resolve grievances and communicate with the NWH on behalf of the Trust.

1. District Coordinator shall monitor the cashless and quality treatment, organize health camps, inspect Network Hospital, communicate with NWH and resolve grievances.

2. Clauses related to DISTRICT COORDINATOR(S):

zz. The District Coordinator(s) representing the Trust shall be empowered to carry the inspections in the empanelled network hospitals including the Govt. NWHs and to conduct enquiries at the hospitals on the assigned issues and matters. The District Coordinator(s) can make recommendations in their report to the Trust including the suggestions for improvements, grievance redressal within the stipulated time, de-empanelment and Disciplinary action against the hospital. However the EDC/Trust will examine the report and its decision will be final and binding upon the hospital.

aaa. The empanelled hospital shall provide thirty (30) days prior written intimation of any change in name / management status, transfer of institution/set up of the hospital, lease status etc., to the District Coordinator/Trust.

bbb. The empanelled hospital shall provide prior written intimation to the Dist. Coordinator or to carry any renovation, changes in the hospital infrastructure, personnel/manpower, equipments, services including change in Speciality services of the hospital.

ccc. The District Coordinators including Aarogyamithra, NTL and D.M are empowered to carry the inspections at Non Aarogyasri/Cash patients wards in the empanelled hospital, in order to assess the eligible Aarogyasri beneficiaries.

ddd. The District Coordinator(s) are empowered by the Trust to obtain grievance documents, investigation reports, treatment notes, case sheets, discharge summary and death reports from the empanelled hospitals.

7.i. The provisions and guidelines in implementation manuals shall be prospective.

ii. The NWH shall adhere to the time lines and Service Level
Agreements (SLAs) under this Agreement.

iii. The Trust shall accept the diagnosis and line of treatment as decided by the treating doctor of the NWH, if the choice of management is being followed as per the standard treatment/medical protocols and duly supported by online evidences as enlisted in the WEB PORTAL manual.

Article 6 Payments to the Service Provider

b. Follow Up Packages: Placed on ONLINE, as modified from time to time.

2.b. The prices for the Packages/Follow up Packages of Aarogyasri Scheme and other Schemes (related to BPL) is subject to updation and modifications from time to time.

The Package, Package Prices and the Follow up Packages of Aarogyasri Scheme of the State of Telangana under the Trust are in the Web Portals (Online) which is updated on the portal from time to time. The Trust Web Portal Online forms the integral part and part and parcel of this Service Contract Agreement, which shall be binding upon the parties.

4.a. Claims: The claim process is subject to the Claim Guide lines of the Trust and as amended from time to time.

b. The “Package”, “Package Prices” and the “Follow up Packages” for the Aarogyasri Scheme and other schemes of the Trust of the Govt. of Telangana, as above mentioned are in the Trust web portal of the Trust of the Govt. of Telangana, as modified and updated from time to time.

The above is subject to the Guidelines/Circulars issued by the Trust and the G.Os issued by the Govt. of Telangana from time to time.

c. Enhancement of Packages:

Enhancement of package may be considered in certain cases where hospitals have to attend to additional, extended procedures, associated diseases not packaged under the scheme in the same patient, extended surgeries in certain situations and extended stay on account of unrelated complications. The enhancements will be subject to guidelines of the Trust and as and when amended from time to time.
The above and the other matters related to the scheme shall be governed by the applicable Manual and the guidelines issued/updated/amended by the Trust and the Government of Telangana from time to time.

d. Accounts details related to the Aarogyasri Scheme and other Schemes (related to BPL) under the Trust.
   i. Aarogyasri Scheme(s) (A.S) (related to BPL) under the Trust:
   The payments shall be made online to the Current Account bearing Name
   no.
   IFSC code _______________ of Bank __________________ Branch
   ________________.

Article 8 Settlement of disputes

2. Procedure of Arbitration

1. If any dispute arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement then the understated procedure may be followed:

a) At the first instance the parties shall refer such dispute to their respective CEO/ COO/ MD/ Superintendent/ Chairman/ CMD etc. for resolution.

b) In the event the above authorities of the respective institutions are unable to resolve the dispute within 30 days of it being referred to them, then either party may refer the unresolved dispute for resolution under the Arbitration and Conciliation Act 1996 or the applicable Rules there to a committee of arbitration consisting of three Arbitrators. The first one to be appointed from the Trust and the second from the Network hospital. The said two appointees shall appoint the third arbitrator, with their mutual consent and concurrence.

It is desirable upon the part of both the parties to include the members of the Registered Medical Associations from the State of Telangana in the arbitration committee.

The Arbitration shall be held in Hyderabad, India and the proceedings shall be in Telugu/English.
The Arbitrator(s) shall make a reasoned award (the AWARD). Any award made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the parties as from the date it is made and the Service Provider and the Trust agrees and undertake to carry out such Award without delay. The contract and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

The arbitration award shall be subject to the jurisdiction of the “High Court of judicature at Hyderabad”.

No matter pertaining to disciplinary matter(s) against the network hospital(s) shall be brought for Arbitration.

Article 9 Disciplinary actions:
As per Article-9 of this GCC of this SCA, or as updated or amended from time to time. The Disciplinary Proceedings are applicable to all the network hospitals of the State of Telangana for Aarogyasri and other Scheme(s) (related to BPL) under the Trust.

GROUND FOR DISCIPLINARY ACTION:

i. Infrastructure deficiencies
ii. Equipment deficiencies
iii. Man power deficiencies
iv. Service deficiencies
v. Money Collection
vi. Death of the patient beneficiary
vii. Irregularities
viii. Cheating and Fraud
ix. Moral Hazard
x. Unethical Practices
xi. Treatment given by other than the qualified doctor.

xii. Malpractices as mentioned in SCA

xiii. Misleading the Trust and Suppression of True
Facts.
xiv. Violation of provisions of the Service Contract Agreement.

i. Procedure after Delisting/de-empanelment of hospital/suspension/withdrawal of services/withdrawal from the Scheme(s), by the hospital:

I. In case of above the login and user id of Network Hospital cannot be used for registering of new patients. However the NWH can login for processing “on-bed cases and follow up cases”. Treating new patients under Aarogyasri Scheme shall not be allowed.

II. The on-bed patients who are already admitted under Aarogyasri and undergoing treatment in NWH have to be provided 100% cashless facility till they are discharged by the hospital.

III. All cases which are registered or admitted and for which preauthorization is already given shall be treated under the scheme as per preauthed amount.

IV. In case of withdrawal of services by the network hospital or hospital is withdrawing from the Scheme of the Trust, then NWH shall give thirty (30) days prior written intimation to the Trust by continuing to follow the I to III conditions above without fail. The hospital shall not under any circumstances withdraw the services or withdraw from the scheme of the Trust, without prior written intimation as aforesaid.

.2 In the event of non-compliance of the Disciplinary Action by the NWH, then the Trust shall have the liberty to de-list the NWH and if required under the circumstances to initiate the legal action against the erring network hospital, for which the hospital will be held responsible for all the costs and consequences arising thereof.
The necessary appendices are annexed hereto which forms the integral part of this Contract.

APPENDICES
Appendix- I Scheme Manual of the Trust on Online Trust Web Portal
**APPENDIX-II**

**Term 11: Service Level Agreements (SLAs):**

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<thead>
<tr>
<th></th>
<th>Service Level Agreements (SLA)</th>
<th>Time, Term</th>
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<tbody>
<tr>
<td>1</td>
<td>Registration to OP/IP Conversion</td>
<td>24 Hours from the conclusion of diagnosis</td>
</tr>
<tr>
<td>2</td>
<td>IP to Preauthorization submission</td>
<td>3 Days</td>
</tr>
<tr>
<td>3</td>
<td>Updation of Preauthorization pending cases without Invasive diagnostic procedures</td>
<td>6 Hours</td>
</tr>
<tr>
<td>4</td>
<td>Updation of Preauthorization pending cases requiring Invasive diagnostic procedures / Special investigations.</td>
<td>30 days</td>
</tr>
<tr>
<td>5</td>
<td>Online on-bed status updation by MEDCO</td>
<td>Daily</td>
</tr>
<tr>
<td>6</td>
<td>Clinical notes updation in Case sheet (Physical / Online)</td>
<td>Daily</td>
</tr>
<tr>
<td>7</td>
<td>Preauthorization approval to Surgery/ Procedure Done for emergency approvals</td>
<td>6 Hours</td>
</tr>
<tr>
<td>8</td>
<td>Online updation of surgery notes</td>
<td>Daily</td>
</tr>
<tr>
<td>9</td>
<td>Online updation of discharge documents (Satisfaction acknowledgement, Transport)</td>
<td>On 11th day after Discharge</td>
</tr>
<tr>
<td>10</td>
<td>Provision of timely &amp; quality food</td>
<td>As prescribed</td>
</tr>
<tr>
<td>11</td>
<td>Online Updation by MEDCO after registration of patient for Followup service</td>
<td>On the same day</td>
</tr>
<tr>
<td>12</td>
<td>Online updation of Follow-up treatment</td>
<td>24 Hours</td>
</tr>
<tr>
<td>13</td>
<td>Payment of transportation charges</td>
<td>Along with Discharge</td>
</tr>
<tr>
<td>14</td>
<td>Resolution of complaints Logged into MEDCOsAc.</td>
<td>2 Days</td>
</tr>
<tr>
<td>15</td>
<td>Time between Preauthorization and Surgery done</td>
<td>2 Days</td>
</tr>
<tr>
<td>16</td>
<td>Time between initiation of preauthorization by the Service Provider as per manual and approval by the Trust</td>
<td>12 Hrs</td>
</tr>
<tr>
<td>17</td>
<td>Time between proper updation of preauthorization queries and approval by the Trust</td>
<td>12 Hrs</td>
</tr>
<tr>
<td></td>
<td>Enhancement approvals (provided submission of all necessary documents &amp; updating pending remarks within 48 Hours if any)</td>
<td>3 days</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>19</td>
<td>Claim settlements after submission of all the Necessary documents.</td>
<td>7 days</td>
</tr>
<tr>
<td>20</td>
<td>Response to claim queries raised by Trust</td>
<td>30 Days</td>
</tr>
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</table>
## Specialities Empanelled for "Aarogyasri" / other Scheme(s) (related to BPL), under the Trust.

<table>
<thead>
<tr>
<th>S.NO</th>
<th>Code</th>
<th>Specialities</th>
<th>Hospital</th>
<th>Inspection</th>
<th>EDC</th>
<th>S.NO</th>
<th>Code</th>
<th>Specialities</th>
<th>Hospital</th>
<th>Inspection</th>
<th>EDC</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>S1</td>
<td>General Surgery</td>
<td></td>
<td></td>
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<td>17</td>
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<tr>
<td>2</td>
<td>S2</td>
<td>ENT</td>
<td></td>
<td></td>
<td></td>
<td>18</td>
<td>M1</td>
<td>Critical care</td>
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<tr>
<td>3</td>
<td>S3</td>
<td>Ophthalmology</td>
<td></td>
<td></td>
<td></td>
<td>19</td>
<td>M2</td>
<td>General Medicine</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>S4</td>
<td>Gynaecology&amp;Obstetrics</td>
<td></td>
<td></td>
<td></td>
<td>20</td>
<td>M3</td>
<td>Infectious Diseases</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>S5</td>
<td>Orthopaedics</td>
<td></td>
<td></td>
<td></td>
<td>21</td>
<td>M4.1</td>
<td>Paediatric Intensive Care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>S6</td>
<td>Surgical Gastroenterology</td>
<td></td>
<td></td>
<td></td>
<td>22</td>
<td>M4.2</td>
<td>Neonatal Intensive care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>S7</td>
<td>Cardio Thorasic Surgery</td>
<td></td>
<td></td>
<td></td>
<td>23</td>
<td>M4.3</td>
<td>Paediatric General</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>S8</td>
<td>Pediatric Surgery</td>
<td></td>
<td></td>
<td></td>
<td>24</td>
<td>M5</td>
<td>Cardiology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>S9</td>
<td>Genito Urinary Surgery</td>
<td></td>
<td></td>
<td></td>
<td>25</td>
<td>M6</td>
<td>Nephrology</td>
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<td></td>
<td></td>
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<tr>
<td>10</td>
<td>S10</td>
<td>Neurosurgery</td>
<td></td>
<td></td>
<td></td>
<td>26</td>
<td>M7</td>
<td>Neurology</td>
<td></td>
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<tr>
<td>11</td>
<td>S11</td>
<td>Surgical Oncology</td>
<td></td>
<td></td>
<td></td>
<td>27</td>
<td>M8</td>
<td>Pulmonology</td>
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<tr>
<td>12</td>
<td>S12</td>
<td>Medical Oncology</td>
<td></td>
<td></td>
<td></td>
<td>28</td>
<td>M9</td>
<td>Dermatology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>S13</td>
<td>Radiation Oncology</td>
<td></td>
<td></td>
<td></td>
<td>29</td>
<td>M10</td>
<td>Rheumatology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>S14</td>
<td>Plastic Surgery</td>
<td></td>
<td></td>
<td></td>
<td>30</td>
<td>M11</td>
<td>Endocrinology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>S15</td>
<td>Poly trauma</td>
<td></td>
<td></td>
<td></td>
<td>31</td>
<td>M12</td>
<td>Gastroenterology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>S16</td>
<td>Cochlear Implantation</td>
<td></td>
<td></td>
<td></td>
<td>32</td>
<td>S19</td>
<td>Organ Transplantation Surgery</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX-IV: Package, Package Prices, Follow up Packages on Online Trust Web Portal.

Refer the Online Trust Web Portal (at Home page) of AHCT of the Govt. of Telangana for the Aarogyasri Scheme and other scheme(s) (related to BPL) under the Trust, modified and updated from time to time. (Packages, Package Prices and follow up Packages vary under different Schemes.)

(It is subject to the separate guidelines/circulars issued by the Trust from time to time.)

Appendix-V: Empanelment criteria and Guidelines on Trust Web Portal.

Appendix-VI: Application for Empanelment on Trust Web Portal

ANNEXURE- VII: The indicative Mandatory Documents required by the Empanelment wing are:
(Letter “M” indicates “Mandatory”, and the letter “D” indicates “Desirable”).

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Certificate</th>
<th>Issuing Authority</th>
<th>Mandatory (M) /Desirable(D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Building plan approval</td>
<td>Municipal Commissioner/Executive Officer Panchayat</td>
<td>M</td>
</tr>
<tr>
<td>B</td>
<td>D &amp; O trade licence</td>
<td>Municipal Commissioner/Executive Officer Panchayat</td>
<td>M</td>
</tr>
<tr>
<td>C</td>
<td>Fire dept., clearance certificate</td>
<td>Fire Services Authority</td>
<td>M</td>
</tr>
<tr>
<td>D</td>
<td>APMCE Registration</td>
<td>DM &amp; HO</td>
<td>M</td>
</tr>
<tr>
<td>E</td>
<td>PCPNDT Act Registration</td>
<td>DM &amp; HO</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Authority</td>
<td>Code</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------</td>
<td>------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>F</td>
<td>Blood bank licence</td>
<td>Director Drug Control Administration (DCA)</td>
<td>M</td>
</tr>
<tr>
<td>G</td>
<td>Pharmacy Licence</td>
<td>Director Drug Control Administration (DCA)</td>
<td>M</td>
</tr>
<tr>
<td>H</td>
<td>Transplantation of human organs registration certification</td>
<td>Director of Medical Education Committee</td>
<td>D</td>
</tr>
<tr>
<td>I</td>
<td>Pollution Control Board certificate</td>
<td>Pollution Control Board</td>
<td>M</td>
</tr>
<tr>
<td>J</td>
<td>Registration certificate of Ambulance</td>
<td>Regional Transport Authority</td>
<td>M</td>
</tr>
<tr>
<td>K</td>
<td>Narcotic License</td>
<td>Drug Control Authority</td>
<td>D</td>
</tr>
</tbody>
</table>

AHCT may demand any other relevant document(s), other than the above.
APPENDIX-VIII: TRUST FUNCTIONS

104-Seva Kendram: The erstwhile Government of Andhra Pradesh launched 104-Health information Helpline as one of the innovative schemes in the year 2006-07, implemented as Public Private Partnership (PPP) Mission through an approved agency from the year 2007 to 2011.

The Trust integrated the Aarogyasri Call centre with 104 Sevakendram & focused the center for monitoring of major schemes & for receiving of any grievances pertaining to the Medical & Health dept.

A) Its Objectives:

1. To provide Non-Emergency Health Advise, Medical Advice and guidance to the needy Callers.
2. To Provide information on Aarogyasri / Healthcare Institutions / Diagnostic centers, etc.
3. To provide Counseling Services to the needy callers.
4. To register complaints on Service deficiency against Govt. Institutions / Food Safety Standards / ASHA payments
5. To provide the information to the pensioners and employees on Employees Health Scheme
6. To monitor the schemes through Outbound Services i.e., 108, Mother & Child Health Services, Aarogyasri.

B) Services offered –

*Inbound Services –

1) Health Advice
2) Medical Advice
3) Health Information
4) Counseling
5) Blood Bank Information
6) Complaint Registry
7) Employees Health Fund

*Out Bound Services –

1) 108 Monitoring & Feedback
2) Monitoring & Evaluation of Mother and Child Health Services
3) Feedback of Aarogyasri Health care Scheme
4) Employees Health Scheme

The 104 Sevakendram also receives the following types of grievances/complaints from the public/callers and forward to the concerned authorities for resolving the issues so as to enable optimum utilization of services by the general public.

1. General Complaints
2. Aarogyasri Complaints
3. Maternal Grievance Complaints
4. New Born Children related Complaints
5. 108 Complaints
6. Complaints related to Tertiary Hospital (DME).
7. ASHA Payments Complaints
8. Complaints related to Primary Health Care (Directorate of Health)
9. Complaints related to Second Level Hospital Care (APVVP)
10. Complaint related to Food Safety & Hygiene (IPM / CH&FW)
11. PC & PNDT Complaints.

Project Monitoring Unit (PMU):

Aarogyasri and Employees Health Schemes are mission critical projects operated through IT applications developed and maintained by Service provider. Project Monitoring Unit is department of Trust duly monitoring the applications by conveying the requirements and changes received from other departments of Trust to service provider for development of the same on the IT system.

Further it updates the Manual of the Trust and the Contract Agreement between the Trust and the Network Hospital on the portals, as suggested by the Trust from time to time.

GRIEVANCE WING:
The following are the sources from where the Grievances are received:
   1. Feedback received on CM letters sent to the patients.
   2. News Articles
   3. CTT (Communication to Trust)
   4. Walk in
   5. Govt. programmes
   6. Grievance from CMCO.
   7. Grievances from 104.
   8. Phone calls.

A comprehensive complaint cell and grievance redressal mechanism is put in place through online system with clear Turn Around Times (TAT) in order to ensure fair and timely redressal of grievances. These complaints and grievances are monitored at the highest level in the trust on the daily basis. The Central committee chaired by the CEO of the Trust and Dist. level Committee chaired by the District Collector regularly monitor these grievances. This department works in close liaison with the empanelment and disciplinary committee and the Medical Audit.

All the discharged cases pass through a Social Audit Mechanism. A letter from the Chief Minister is dispatched directly to the communication address of the beneficiary on the same day of discharge of the patient enquiring about his current status of health after the treatment.

VIGILANCE WING:
It continuously monitors the services by surprise inspections, interaction with beneficiaries and acting on specific complaints. The wing also works in close liaison with Empanelment and Disciplinary Committee.

**TRUST OPERATIONS WING:**
All the cases pertaining to the patient registration, Pre – Authorization approval and claims processing of the Scheme(s) will be done on Aarogyasri Portal as per the Guidelines issued by the Trust from time to time.

Payments to the Panel doctors will be made as per budget allocated, based on the data of number of cases processed patient-district-wise, for Pre-Authorizations and claims.

**LEGAL WING:**
The legal department advises and tender its opinion on the legal issues concerning the Trust and its activities. Further it looks after the court/forums cases.
Appendix IX

Minimum Indicative DOCUMENTS of the type of Institution of the NWH.

A) Private Ltd. Company:
   a) Certificate of Incorporation in the name of the company.
   b) Memorandum of Association of the company.
   c) Articles of Association of the company.
   d) PAN Card of the company.
   e) Copy of the Board Resolution certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
   f) All specific business licenses/permits and authorizations are required.
   g) All the relevant certificates/documents governing the field.

B) Public Limited Company:
   a) Certificate of Incorporation in the name of the company.
   b) Memorandum of Association of the company.
   c) Articles of Association of the Company
   d) Certificate of Commencement of Business of the company.
   e) PAN Card of the Company.
   f) Copy of the Board Resolution certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
   g) All specific business licenses/permits and authorizations are required.
   h) All the relevant certificates/documents governing the field.

C) Partnership Firm:
   a) Partnership Deed/Agreement
   b) Registration of Firm certificate from Registrar of Firms(Optional)
   c) PAN Card for the Partnership Firm.
   d) Power of Attorney in favour of the partner or an employee of the firm to transact business on its behalf.
   e) Authorization/Consent/No objection letter of the Partner,R/w point “g” below.
   f) Identity documents of the partners.
   g) Copy of Resolution/Consent letter of the partner(s) certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
   h) All specific business licenses/permits and the authorizations are required.
   i) All the relevant certificates/documents governing the field.

D) Limited Liability Partnership (LLP):
   a) LLP agreement.
   b) Incorporation document.
   c) Certificate of Registration issued by the ROC concerned.
d) Copy of Resolution certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.

f) PAN Card of the Firm.

g) All specific business licenses/permits and the authorizations are required.

h) All the relevant certificates/documents governing the field.

E) Joint Venture (JV):

   (i) Incorporated JV entity-
      a) Joint Venture Agreement/Shareholders agreement.
      b) Memorandum of Association
      c) Articles of Association
      d) Memorandum of Understanding or Letter of Intent.
      e) Other agreements such as trade mark licenses, technology transfers or technical service arrangements etc.
      f) All specific business licenses/permits and the authorizations.
      g) The documents which are required as necessary.

   (ii) Unincorporated JV entity-
      a) Joint Venture Agreement.
      b) Partnership Agreement.
      c) Other agreements such as trade mark licenses, technology transfer or technical service arrangements etc.
      d) Memorandum of Understanding or Letter of intent.
      e) Cooperation agreement etc.
      f) All specific business licenses/permits and the authorizations.
      g) The documents which required as necessary.

F) Consortium:

   a) Consortium Agreement
   b) The institution's Rules and Bye-Laws
   c) All specific business licenses/permits and the authorizations.
   d) The documents which required as necessary.

G) Proprietorship Concern:

   a) Registration Certificate (in case of registered unit)
   b) Certificate/license issued by the municipal authorities under shops & establishment Act.
   c) PAN Card in the name of individual concerned.
   d) All the relevant TAX assessments (Sales, Income & Professional)/Registration proofs.
   e) All the other specific business licenses/permits and the authorizations are required.
   f) All the relevant certificates/documents governing the field.
H) Trusts/Association/Institution/Club/Society:
   a) Certificate of Registration issued under its respective concerned authorities.
   b) Trust Deed/Agreements/Declarations etc. as the case may be.
   c) Declaration of Trust and its Bye Laws/Bye Laws of Society/Bye Laws of Association/Bye Laws of Club as the case may be.
   d) A Memorandum of Association accompanying with its rules and regulations when the association/institution is being formed as a society under the Society Registration Act, 1860.
   e) A memorandum and articles of association where the association/institution is proposed to be formed as a Company.
   g) Resolution of the managing body of the entity/foundation.
   h) PAN Card in the name of the respective entities as the case may be.
   i) Copy of the Resolution of the managing body certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
   j) All the other specific business licenses/permits and the authorizations, necessary assessments if any are required.
   k) All the relevant certificates/documents governing the field as applicable in its respective contexts.

I) Merger/Demerger/Amalgamation:
   a) Orders of the Hon’ble High Court regarding merger/demerger/amalgamation. (Scheme of Arrangement under the related provisions of the Company Act.)
   b) Certificate of Incorporation.
   c) Board Resolution
   d) List of Directors of the company after merger/demerger/amalgamation.
   e) Undertaking from the transferee/resulting company to own the responsibility regarding all liabilities of transferor company.
   f) All the other specific business licenses/permits and the authorizations, necessary assessments if any are required.
   g) All the relevant certificates/documents governing the field as applicable in its respective contexts.

   a) Letter/Certificate of necessary permission/approval from the Reserve Bank of India (RBI) for establishing in India a branch/ liaison office/project office.
   b) Certificate of Incorporation.
   c) Memorandum of Association & Articles of Association/ Rules/Bye-Laws etc.
   d) Board/Firm/Institution Resolution
   e) All the other specific licenses/permits and the authorizations, necessary assessments if any are required.
f) All the relevant certificates/documents governing the field as applicable in its respective contexts.

The above minimum requirements of the documentations concerning the various entities/institutions/foundations are indicatively placed which may support the process of empanelment of variety of entities/institutions of hospitals under the Trust. It is based on the type of institution of the hospital.
AHCT may demand any other relevant document(s) other than the above, as per the requirements.

Now therefore, each party acknowledges this Service Contract Agreement, understands and agrees to be bound by its clauses/articles/terms and further agrees that it is the complete and exclusive statement of the SCA between the Trust and the Service Provider.

District:

Dated:

Service Provider

AHCT

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