

SERVICE CONTRACT AGREEMENT

(Dr. YSR Aarogyasri Health Scheme is formulated by Government of Andhra Pradesh and entrusted to Dr. YSR Aarogyasri Health Care Trust (a Trust of Govt. of A.P) for implementation of other State empaneled hospitals.

(To Provide HealthCare Services under the Dr. YSR Aarogyasri Health Scheme to the people of Andhra Pradesh in the other state empaneled hospitals as per the G.Os./ Guidelines of Govt. of Andhra Pradesh and Trust issued from time to time)

This Deed of “**Service Contract Agreement**” (Here in after called as Contract (SCA) is made and executed at _____, on this the _____ day of the month of _____, 20

Between:

Dr. YSR AAROGYASRI HEALTH CARE TRUST(A Trust of Govt. of Andhra Pradesh incorporated under the Indian Trusts Act, having its office located at Door No. 25- 16- 116/B, Gouthams Hero, Chuttagunta, Guntur -522007represented by its Chief Executive Officer, Dr. YSR Aarogyasri Health Care Trust, Govt. of Andhra Pradesh and in turn he is represented by the District coordinator, Dr. YSR Aarogyasri Health Care Trust of District of A.P., _

Namely _____ S/o _____, Occupation _____, Office. at _____(Herein after referred to as the “**Trust**” which expression shall unless it be repugnant to the

context or meaning thereof shall be deemed to mean and include its officials, successors in office, deputies, appointees, designees, nominees and assignees of the FIRST PART).

AND

_____ represented by its **Managing Director/ Superintendent/COO/CEO/Proprietor/ManagingPartner/ManagingTrustee/ Principal/Chairperson/Trustee** namely_____ and having its Registered Office at _____ Dist. of the State of _____
_____(Hereinafterreferred to as “**SERVICE PROVIDER**” or **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).

The provisions/clauses, stipulations, covenants contained in this Service Contract Agreement(SCA) are applicable upon the Dr.YSR Aarogyasri Scheme, entrusted by Government to the Trust, as the case may be in its relevant contexts.

I. BACKGROUND:

Dr.YSR Aarogyasri Health Care Trust: Government issued orders vide G.O.Rt.No. 548 HM&FW (I.1) Department Dated: 26.10.2019 that Dr.YSR Aarogyasri scheme would be expanded to include the hospitals located in neighboring major cities namely Hyderabad, Bengaluru and Chennai to provide cashless health care services to the beneficiaries covering 17 super specialties involving 716 procedures in the empaneled hospitals at Hyderabad, Chennai and Bengaluru from 1st November 2019.

Dr.YSR Aarogyasri Health Care Trust has been registered as a Trust of Govt of Andhra Pradesh (as an addendum to the Trust Deed No.57/2015) as per G.O.Rt.No.58, HM & FW Dept., dated 13.06.2019 at Guntur on 28.06.2019 vide document No.164/2019 at the office of the Joint Sub- Registrar, Guntur for implementation of YSR Arogyasri scheme to provide cashless health care services to the beneficiaries for the identified surgeries / therapeutic procedures as per the Government orders.

II. STATUS OF THE SCHEMES

A) Dr. YSR AAROGYASRI:-

II. STATUS OF THE SCHEME.

DR.YSR AAROGYASRI:

Coverage and Eligibility:

- i) All the BPL ration card holders (WAP, AAP, YAP, TAP, RAP, and JAP card), are eligible for availing the benefit under Dr.YSR Aarogyasri Health scheme.
1. The **Dr.YSR Aarogyasri Scheme** is for providing end to end cashless services to BPL beneficiaries as identified by Civil Supplies dept for 716 procedures.

- i) **Enhancement of Financial Limit:** Government Vide G.O RT. No.35 Dated:15.02.2019 HM&FW (I.1) Department, enhanced finance limit from 2.5 Lacs to 5.00 Lakh per family per annum for providing cashless treatment for BPL families under this Scheme and implemented from 01.04.2019.
- ii) As per the provisions of G.O. MS.No.82, HM&FW, dated: 18.05.2017, the quality incentive shall be paid @ 2% over and above the package prices to the NABH accredited network hospitals under Arogyasri Health scheme. For other Non-NABH hospital entry level is mandatory & at least initiation of application process within 3 months of the SCA renewal with a maximum time limit of 24 months.

APPLICABILITY OF SCHEME GUIDELINES

The parties herein agree and understand that the Scheme Guidelines (Manual) as issued by the Trust of erstwhile Government of Andhra Pradesh shall have to be read and understood in the context of Dr.YSR Aarogyasri, further circulars/Instructions issued by the Trust, Govt. of A.P. in this regard.

WHEREAS

- (A) (i) The Service Provider has applied to the Trust that they have the required infrastructure, professional skills, personnel and technical resources, to provide the services in the scheme(s) 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 hereto hereby agree as follow:

1. The documents mentioned hereto in GCC, 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 General Conditions of Contract.
 - (b) The documents as mentioned in Special Conditions of Contract.
 - (c) Appendices: All that the documents relating to the below Appendices consists of

Dr.YSR Aarogyasri Health scheme under the Trust

Appendix A – Manual

Appendix B – List of Empaneled Specialties

Appendix C – Packages and Package prices (**Dr.YSR Aarogyasri Health scheme to the extent of 716 procedures only**)

Appendix D – Follow-up packages and /package prices (Dr.YSR Aarogyasri, **(including Chronic-OP procedures and annual health check-up)**)

Appendix-E – Application submitted by the service

provider Appendix-F- Eligibility Criteria for

Empanelment of Hospitals. Appendix-G- Service Level

Agreements (SLAs)

(The contents of the Appendices above are applicable to the **“Dr.YSR Aarogyasri Health Scheme”**. Appendices for **Dr.YSR Aarogyasri** are available on Online, Guidelines and in the other literature of the Trust, where ever it is necessary and applicable.)

1. The above appendix B & G is annexed herewith the Service Contract Agreement. The references to the above Appendices A,C,D, E& F are available in Trust ONLINE Web Portal of the State of A.P as updated from time to time, which 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 issued by the Trust and the Govt. of Andhra Pradesh from time to time which shall be binding and obligatory upon both the parties. The parties hereby agrees to follow the Guidelines issued by the Trust as and when updated on Trust ONLINE Web Portal of the Govt. of the State of Andhra Pradesh with regard to the above appendices.
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 Two (2) year from _____ to _____ or until otherwise terminated or till the time of signing of new contract, whichever is earlier.
4. In case of delist/de-empanelment of the NWH, this Contract Agreement will Automatically be terminated.
5. This Contract Agreement is subject to further orders of the Govt. of Andhra Pradesh 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 “Dr.YSR Aarogyasri scheme.
7. If it is found at any point of time that the hospital is not entertaining and or discouraging admission to any beneficiary under Dr. YSR.Arogyasri Health scheme of the Dr.YSR Aarogyasri Health Care Trust for treatment in the empaneled specialties, the total empanelment of the hospital shall be liable to be terminated and necessary penal action shall follow as per law, against such 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

Dr.YSR Aarogyasri Health Care Trust, Govt. of the State of Andhra Pradesh.

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 Dr.YSR 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 prevailing Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulation) Act, 2002 or the applicable Acts or rules governing the Government of the State of Andhra Pradesh and Government of India in the field.
- b) **“Dr.YSR Aarogyasri”** means the Scheme of the State of Andhra Pradesh as per G.O.MS.No. 59 HM&FW (I.1) Department dated: 13.06.2019.
- c) **“Aarogya Mithra”** means first contact person for the Dr. YSR Aarogaysri Health Care Trust, State of A.P, for the beneficiaries at Network Hospital under the Scheme(s) of the Trust.
- d) **“AMCO”** means an Officer designated as Aarogyasri Camp Coordinator for the Scheme under the Trust to coordinate with Trust through Aarogya Mithras.
- e) **“Beneficiaries”**

- i. **Beneficiaries: Members of Below Poverty Line (BPL) families identified**

through White Ration Card/ Annapurna Card / Anthyodaya Annayojana Card/TAP/ JAP or Health Card issued by erstwhile State of Andhra Pradesh or other eligible cards identified by the state govt. and ONLINE database provided by Civil Supplies Department of the erstwhile composite state of the Government of the united state of Andhra Pradesh or the Govt. of the State of Andhra Pradesh, as the case may be.

- f) **“Health Card”** means the card issued to the eligible beneficiaries under the respective Scheme(s) by the erstwhile State of Govt of Composite State of Andhra Pradesh or issued by the Govt. of the State of Andhra Pradesh, as the case may be.
 - g) **“Category”** means the group of therapies as mentioned in the schemes.

For Example: Polytrauma, Cardiology, General Surgery etc; are categories under the scheme(S).

- h) **“CEO”** means Chief Executive Officer of the Trust, **under the Govt. of the**

State of Andhra Pradesh.

- i) **“Claim Float”** means the money made available to the Trust for settlement of claim of the identified beneficiary.

- j) **“Claim Float Account”** means the bank account where the claim float is parked and replenished on agreed terms by the Trust.
- k) **“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).
- l) **“Contract”** means the Agreement 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.
- m) **“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.
- n) **“Coverage”** shall mean the entitlement by the beneficiaries to Health Services provided under different Schemes, subject to the terms and conditions, of the respective Scheme.
- o) **“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 NWH.
- p) **“Consent”** should be reasonable, informed and proper consent obtained by the NWH from the beneficiary relating to the treatment or performance of a surgery. It can be by the beneficiary or his/ her attendant in a free and fair manner.
- q) **“Consultants”** are the specialists in different fields of allopathic medicine who provides expert medical care of services to the patients in a hospital as defined in erstwhile AP Gazette rules dated: 05.05.2007 and shall be registered with the prevailing Andhra Pradesh Medical Council or the medical council constituted by the State of Andhra Pradesh, as the case may be.
- r) **Dr. YSR Aarogaysri:** the Scheme of the Govt. of the State of Andhra Pradesh, under the Dr.YSR Health Care Trust.
- s) **“Deliverables”** means the Products, infrastructure and Services specifically developed for ‘Dr.YSR Aarogaysri 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.

- t) **“Doctor”** means Qualified Allopathic doctor recognized by Medical Council of India and registered with prevailing State Medical Council.
- u) **“Documents”** means original 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 and all other related documents not specified herein.
- v) **EDC** means “Empanelment and Disciplinary Committee” of Dr.YSR Aarogyasri Health Care Trust State of A.P.
- w) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to GCC Article 2.1.
- x) **“Equipment”** means all the equipment, both medical, surgical, consumables and non-medical, furniture and other materials.
- y) **“Family members”**

Family members: under the Trust means as mentioned in the Household Card of the patient beneficiary. It is subject to the G.Os /Guidelines issued by the Govt. from time to time.

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

aa) AB PM-JAY: Ayushman Bharth-Pradhan Mantri Jan Arogya Yojana (PMJAY)

- bb) **“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, based upon the prima facie evidence. The Flag raised is to be determined as per Terms mentioned in the Manual.
- cc) **“GCC”** means General Conditions of Contract.
- dd) **“Government”** means the Government of Andhra Pradesh or the Government of India as the case may be where ever it is applicable. Erstwhile state of composite state of Andhra Pradesh means the state of A.P which immediately existed prior to bifurcation of the state i.e. 02-06-2014.The above may be read and understood in its respective contexts as applicable accordingly.
- ee) **“Government Hospital”** means Institution/hospital established by the erstwhile state government of composite state of A.P or the Government of State of Andhra Pradesh.

ff) **“Hospital”** means Hospital Registered under prevailing Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulations) Act, 2002, Rules & Regulations 2007 under the Act of

erstwhile Government of the State of Andhra Pradesh/Govt. of Andhra Pradesh as applicable governing the field and PCPNDT Act. It is subject to the further orders of the Government.

gg) **“IMA”** means Indian Medical Association.

hh) **“Infrastructure”** means the physical infrastructure facilities available in the Network Hospital.

ii) **“IEC”** means Information, Education & Communication.

jj) **“IRDA”** means Insurance Regulatory and Development Authority.

kk) **I&PR** means Information and Public Relations

ll) **“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.

mm) **“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;

nn) **“Manual”** means a written booklet prepared by the Trust consisting of instructions and guidelines to be followed for the operation of any of its Scheme(s).

oo) **“MEDCO”** means Medical coordinator from the Network Hospital with minimum MBBS qualification to coordinate with the Trust. In case of Dental clinic/Hospital **“MEDCO”** means Medical coordinator from the Network

Hospital with minimum BDS qualification to coordinate with the Trust

rr) **“Network Hospital”/ “NWH”** means the hospital empanelled under the Schemes of the Trust by the Govt. of the State of Andhra Pradesh. Further, it also includes the empanelled network hospital under the Trust situated in other States. The network hospital is also referred to as the service provider.

ss) **Other Schemes:** mean the Schemes under the Trust of the Govt. of the State of Andhra Pradesh as launched and implemented by the Govt. under the Trust from time to time.

tt) **Other States:** mean the States other than the State of Andhra Pradesh to carry and implement the Scheme(s) in the Empanelled hospitals of the Trust

uu) **“Package”** means the package of different components. The package includes:

- Consultation, medicines, diagnostics, treatment (Medical and Surgical) as per standard protocol, speciality services,
- Stents, Implants, grafts, prosthesis and all other consumables,

- Food,
 - Cost of Transportation,
 - Hospital charges etc.
 - Post-operative Care & Treatment of Complications.
 - Post discharge Follow-up within 10 days after discharge
- v) **“Package Price”** means the fixed price paid for the package to the NWH.
- w) **“Party”** means the Trust or the Service Provider, as the case may be and **“Parties”** means both of them.
- xx) **“Pre-Authorization”** means a process by which the NWH obtains written approval for certain medical procedures or treatments for the eligible beneficiaries, from the Trust and is mere approval of eligibility of the case for assistance under the Scheme(s).
- yy) **“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);
- zz) **“PHC”** means Primary Health Centre.
- aaa) **“AMCO”** means Aarogyasri Camp Coordinator from the Network Hospital with minimum degree qualification to coordinate with the Trust.
- bbb) **“Reporting”** means reporting as the beneficiary.
- ccc) **“SCA”** means Service Contract Agreement.
- ddd) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- eee) **“SECC”** means Socio Economic Caste Census
- fff) **“Service”** means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A hereto.
- ggg) **“Service Level”** means the level and quality of service and other performance criteria which will apply to the services as set out in the schemes under the trust.
- hhh) **“SLAs”** means Service Level Agreements.
- iii) **“Subcontractor”** means any person or entity to whom/which the Service Providers subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7.
- jjj) **“Scheme”** Dr.YSR Aarogyasri Health Scheme under the Trust.
- kkk) **“Service Provider”** means a hospital/clinic, nursing home or such other medical centre empanelled with the Trust and adhering to the empanelment procedure and guidelines and referred also as Network hospital (NWH)/Empanelled Hospital under the Trust. The Service Provider also includes the empanelled network hospitals under the Trust, situated in other States.

- lll) **“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.
- mmm) **“Trust”** means Dr.YSR Aarogyasri Health Care Trust, Govt. of the State of Andhra Pradesh.
- nnn) **“Third Party”** means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.
- ooo) **“Treatment”** means medical/surgical and other modes of management by qualified allopathic Doctor in the Network hospital.
- ppp) **“Therapy/ Therapies”** Standard way of medical treatment to the patient as per the medical protocols of Allopathic Medicine.
- qqq) **“TAT”** means Turn Around Time.
- rrr) **“The Scheme”** means the description of Services including the disease and financial coverage, the terms and conditions of services available under the scheme.
- sss) **“Writing”** means either written in indelible ink or electronically through the appropriate module of the IT application of the Trust
New definitions included:

(i) Aarogya Aasara: Means Post-operative Sustenance allowance, in order to compensate the daily wage of BPL patients who undergo surgery under Dr.YSR Aarogyasri scheme during the recovery period.

(ii) Tumour Board: means a Board of Oncologists (Tumour Board) to be established at all Network Hospitals empaneled for Cancer treatment for jointly charting comprehensive treatment pathway customised for every patient diagnosed with cancer under Dr.YSR Aarogyasri scheme

(iii) COVID-19: means Corona Virus Disease – 19

(iv) Quality Assessment: Dr.YSR Aarogyasri Health Care Trust has developed Quality Assurance Program laying down the overall vision roadmap for quality treatment to all. To bring the uniformity and constituency in quality and build capacity in Empaneled hospitals based on five founding principles: Transparency, Accountability, Responsibility, Independence and Reasonability.

Quality Assessment under Dr.YSR Aarogyasri Health Care Trust shall mean and include any intentional deception manipulation of facts and/or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefits to herself/himself or some other person or organization .

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 Amaravati exclusively under the

“HIGH COURT OF ANDHRA PRADESH” subject to GOs and Circulars issued from time to time.

In the matters concerning the empaneled network hospitals under the schemes of the Trust for the other States the jurisdiction of the court lies only under the “ HIGH COURT OF ANDHRA PRADESH” subject to GOs and Circulars issued 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.

ii. 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 with respect to Clause GCC 1.6.2.

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 taxes laws and Finance Act. The Trust is subjected for the deduction of TDS as levied by the **Government** of the State of A.P from time to time **as** per the applicable law. TDS exemptions if any will be allowed subject to obtaining exemption certificate in favour of Dr.YSR Aarogyasri Health Care Trust only.

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 various schemes.

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.

2. 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.

3. 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.**

4. Expiration of Contract

Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective date as shall be **specified in the SCC.**

5. 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.

6. 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. Pursuant to clause GCC 7.2 hereof, however, 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.**

“Money collection without bills” clause to be included.

7. Force Majeure

a. Definition

- ❖ 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.
- ❖ 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.
- ❖ 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 fulfill 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 Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.
- 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 give notice of the restoration of normal conditions as soon as possible.
- 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.

8. Suspension

The Trust may, by written notice of suspension to the Service Providers suspend all payments to the Service Provider hereunder, 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**.

9. Termination

(1) 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, for which there shall be only notice of not less than sixty (60) days) such notice to be given

after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1, terminate this Contract.

- a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, 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
- e) 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.
- g) In the event of delist/de-empanelment of the Network Hospital, this contract Agreement will automatically be terminated without any further notice. The above termination clause is subject to the orders of the **Govt. of the State of Andhra Pradesh**. The orders of the Govt. may prevail upon the provisions of this contract.

2.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) through (d) of this Clause GCC 2.9.2, terminate this Contract:

- (i) 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;
- (ii) 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;
- (iii) 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
- (iv) If the Trust fails to comply with any final decision reached as a result

of arbitration pursuant to Clause GCC 8 hereof.

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

3.Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 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 Clause GCC 3.3 hereof, (iii) the Service Provider's obligation to permit the Trust or its designated representative for copying and auditing of **Dr.YSR Aarogyasri** accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) 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 pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, 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 Clauses GCC 3.9 or GCC 3.10 hereof.

5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, 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. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.9.1 hereof, 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) of clause GCC 2.9.1 or in clause GCC 2.9.2 hereof has occurred, 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.

b) The Arbitration process is not applicable to the disciplinary matters against

the network hospital.

Article 3 Obligations of NWH

1. a. Standard of performance

The Service Provider shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and Economy, in accordance with generally accepted professional techniques a 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 this contract or to the services, as a faithful Service Provider to the Trust and shall all times support and safeguard the Trust's legitimate interests and its objectives any dealings with subcontractor or Third parties.

The Treatment provided has to be evidence based and shall need to be done in line with reference to any standard treatment guidelines and protocols as suggested by the Trust. The Treating doctor shall follow treatment protocols and prescribed medical ethics. It is responsibility of the NWH and treating doctor to follow the guidelines issued in the respective schemes by the Trust from time to time and it is binding upon the service provider.

The Trust is authorized to modify the pricing of essential medicines/consumables updated time to time by National Pharmaceuticals Pricing Authority of Govt. of India.

The Network Hospital shall implement and follow the pricing list of essential medicines updated time to time by National Pharmaceuticals Pricing Authority brought in National List of Essential medicines strictly.

b. Law Governing Services

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 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 same.

c. Scope of Services

The Scope of services to be performed by the Service Provider is specified in the Appendix-A. The Service Provider shall provide the services specified therein 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 pursuant to Clause GCC 6 hereof, shall constitute the Service Provider's sole payments in connection with this contract or the services and, subject to Clause GCC 3.2.2 hereof, 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 respective Governments 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 maybe 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**”). Notwithstanding 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 before or after entering into of this Contract. 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 rights or remedy hereunder or in 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 in any Prohibited Practices.

- c) For the purposes of sub clauses (a) and (b) above, the terms shall have the meaning **specified in SCC.**

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.

Clinical Audit agencies / Third party clinical Audit:

- 1) Vide G.O.Ms.N0.12 HM&FW (I.1) Department Dated: 23.01.2017 Dr. YSR Aarogyasri Health Care Trust shall empanel clinical audit agencies and it would be mandatory for hospitals to undergo third party clinical audit from any of the empaneled agencies, for appropriateness and adequacy of care. Non-compliance to audit shall attract a penalty of 2%. The clinical audit sample size and periodicity shall be notified by Dr. YSR Aarogyasri Health Care Trust.

- 2) As per the provisions of G.O.MS.No. 82, Dated 18.05.2017 and

GO.RT.No.59, dt: 07.02.2017 Health, Medical and Family Welfare (1.1) Department, Government of AP, Dr. YSR Aarogyasri Health Care Trust shall empanel clinical audit agencies and it would be mandatory for the network hospitals to undergo third party clinical audit from any of the empaneled agencies, for appropriateness and adequacy of care. The clinical audit sample size and periodicity shall be notified by Dr. YSR Aarogyasri Health Care Trust.

- 3) The NWH shall mandatorily have internal audit mechanism including death audit for improving the quality of health care services. The hospital shall submit the internal audit report quarterly (4 months) in the financial year.

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:

- ❖ Appointing or changing such members of the Personnel which has a bearing on the empanelment criteria;
- ❖ 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;
- ❖ 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 subject to **Prior approval from the Trust**, 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. Settlement of claims / liabilities during the changeover transit period will be in accordance with the agreement reached between the old / new management and claim payments made by accordingly.

The EDC 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 and the conditions narrated in the SCC (8.2 clause) are applicable.

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 other relevant documents in the name of new owner / management and enter into a supplementary agreement / agreement with the Trust on the same terms and conditions.

12. General Provisions

- ❖ The Service Provider undertakes that it has all the required facilities for performing the enlisted surgeries/ procedures/ therapies 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-E at the Web Portal of the State during the course of the contract, failing which it is done using standard formats supplied.
- ❖ The first point of contact for all the patients (both OP & IP) covering under the scheme shall be the Aarogya Mithra 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
- ❖ Any payment received from the patient shall be refunded to the patient before their discharge from the hospital and evidence should be submitted.

- ❖ 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.
- ❖ 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.
- ❖ The NWH shall follow and act within the purview and in accordance with the prevailing AP Allopathic Medical Care Establishments Act; or the Acts, Rules in force governing the field in the **State of** Andhra Pradesh as applicable as the case may be, PCPNDT 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.
- ❖ The Service Provider agrees not to sell/ transfer/ lease or otherwise close down the NWH without prior intimation to the Dr.YSR AHCT. In case of any sale /transfer/lease the NWH shall take steps for de-empanelment 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.
- ❖ 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.
- ❖ The Service Provider hereby obligates that it shall respond/reply to the letters/notices/communication/correspondence issued by the Trust. 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.
- ❖ The Service Provider agrees to meet pre-accreditation status for NABH within 2 years of Empanelment under full accreditation within 4 years of Empanelment. Otherwise the Trust is empowered to initiate suitable action against the Service Provider which failed to acquire within the period of time. The Govt / Trust provide additional incentive for NABH accredited Hospitals.
- ❖ **The empaneled network hospital shall furnish proper and valid documents(related to institution, personnel, manpower , equipment,**

including mandatory documents and any other relevant documents submitted to the Trust) at any stage, if it is found that the documents submitted by NWH are incorrect, invalid, bogus, forged, fabricated or misleading 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 prosecution as per law. The Trust will not be held responsible.

❖ The network hospital shall update and renew its documents within stipulated time, if required under the law in violation, the Trust will be compelled to initiate disciplinary action against the hospital

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.

(ii) Description of Personnel

(a) The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service are described in Appendix-A.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, 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

(c) Any other such adjustments shall only be made with the Trust written approval.

(iii) Approval of Personnel

The key personnel and subcontractors listed by specialty 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.

The Network Hospital shall not appoint any Doctors/Specialists working in Govt. Health Care systems as full time /In-house team.

(iv) Approval of Infrastructure and Equipment

The key infrastructure and equipment listed for specialty 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.

(v) Replacement of Personnel:

(a) 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.

(b) **Liability of Service Provider:** If the Trust (i) finds that the NWH or any of its Personnel has committed serious misconduct or ethical wrong or 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.

(vi) 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.

Article 5 Obligations of the Trust:

1. 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**.

2. 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.

3. 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 specified in Clause GCC 6.1(b).

4. 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.

5. 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 by Clause GCC 6 of this Contract.

6. 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**.

7. 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 under Clause GCC 2.6 payments under this Contract shall not exceed the ceilings **specified in the SCC**.

2) Payments:

(a) Subject to the ceilings specified in Clause GCC 6.1(b) hereof, the Trust shall pay to the Service Provider Payments as set forth in Clause GCC 6.2 (b).

(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 Clause GCC 2.3 and Clause SCC 2.3 (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:

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:

- ❖ As soon as practicable and not later than twenty one (21) 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 pursuant to Clauses GCC 6.3 and 6.4 for such claim. Each claim shall be settled as specified in SCC.
- ❖ The Services shall be deemed completed and finally accepted by the Trust and the claim shall be deemed approved by the Trust as satisfactory sixty (60) English calendar days after receipt of the claim by the Trust unless the Trust within such forty five (45) 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.

- ❖ 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:

1. 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.

2. 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 skillfully 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 accordance with clause GCC 8 hereof.

Article 8 Settlement of Disputes:

1. 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 understand 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 Amaravati under the "HIGH COURT OF ANDHRA PRADESH" for the state of Andhra Pradesh" subject to

GOs and Circulars issued from time to time.

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

Article 9 Disciplinary Action

1. Any deficiency in service by the empaneled hospitals or non-compliance of the provisions of SCA will be scrutinized by the Empanelment Disciplinary Committee (EDC) constituted as per the Resolution No. 134/ 2009 by Trust of erstwhile Govt. comprising of representatives from the Trust shall make deliberations and **suspend/ delist/ stop payments/Seek Bank Guarantee as Security** 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, 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 as specified in SCC.
2. The Empanelment and Disciplinary Committee of the Trust is duly empowered and competent to initiate the Disciplinary proceedings and take disciplinary action as above stated against the erring network hospital of the other State empaneled under the scheme(s) of the Trust. If EDC finds that the network hospital of the State/other States has violated the provision(s) of the Service Contract Agreement with reference to the infrastructural, equipment, manpower and the service deficiencies and malpractices etc., then the EDC is empowered to initiate the action against the erring network hospital. The recommendations, decisions, action taken in any of the Disciplinary matter against the network hospital of the State/other States is binding and obligatory upon the hospital. All the Disciplinary Actions as mentioned in clause 9(1) above are applicable upon the network hospital of the state/other States.
3. In the matters of Disciplinary Actions under the Employees Health Scheme (EHS), the relevant provisions as mentioned in vide G.O Ms. No.174, dated 01/11/2013, HM&FW(M2) Dept. issued by the erstwhile Govt. of Andhra Pradesh or any G.Os/Notifications issued by the Govt. of Andhra Pradesh from time to time shall be applicable, along with the above clauses as mentioned in the Article.
4. The Network Hospital understand and agrees that the Trust/EDC has the liberty to prosecute the erring Establishment/ hospital and its responsible personnel 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 against the hospital concerned.

5. **i. Appellate authority:** A Network Hospital has the opportunity to prefer an Appeal to the Chief Executive Officer of the Dr. YSR Aarogyasri Health Care Trust 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.

N.B: The above Article-9 is applicable and binding upon Dr.YSR Aarogyasri,

Scheme under the Trust.

Article 10 Scheme(s)

- i. The scheme(s) that the Network Hospital/Empaneled Hospital shall service are:
 - a. Dr. YSR Aarogyasri Scheme.
- ii. **The Guidelines for the scheme(s) are available in the manual and literature thereto, on the Trust website of the State of A.P, as amended from time to time.**
- iii. **This agreement shall cover all the schemes mentioned in articles as recommended and approved by the EDC/Trust. (The Network hospital recommended for that category / scheme(s) shall provide services as per the EDC/Trust).**

It is subject to the G.Os /Proceedings issued by the Govt. of the State of Andhra Pradesh from time to time. Further, it is as per the orders/ decision /recommendations of the Empanelment and Disciplinary Committee of the Trust/ Trust, keeping in view the competence and the requirements of the hospital as the case may be, under the circumstances.

SPECIAL CONDITIONS OF CONTRACT

Article 1 General Provisions:

1. The language shall be English

2. **The addresses are:**

For the Trust:

Dr. YSR Aarogyasri Health Care Trust,

(Dr. YSR Aarogyasri Health Care Trust)

State of ANDHRA RADESH,

Door No. 25-16-116/B,
Behind Gouthams Hero, Chuttugunta,
Guntur-522004.

Attention:

Telephone No.: 91-0863-2222802,
259861

E-mail:

ceoap@ysraarogyasri.ap.gov.in

For the Service Provider:

Address:

Attention:

Telephone No:

Mobile 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 (48hours) following confirmed transmission.
- iii. In the case of communication, intimating through Trust portal.

3. The Service Provider is a single entity.

4. The Authorized Representatives are:

For the Trust: The District Coordinator of the respective District, Dr. YSR Aarogyasri Health Care Trust representing CEO, Dr.YSR AHCT, Govt. of A.P.

For the Service Provider: The Managing Director/Medical Superintendent/CEO/COO.

5. 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. The TDS certificate shall be provided by the Trust to the Service Provider within one month of the expiry of the relevant financial year.

6. The Service Provider is aware that this Contract has arisen for the purpose of implementation of the scheme(s) of the Trust and other Schemes under the Trust and accordingly the Service Provider shall under no circumstance 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.

a. 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

b. 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.

c. 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.

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:

❖ The effectiveness conditions are the following:

- (i) The Service Provider shall be empaneled by the Trust
- (ii) The Service Provider shall have in place all the qualified medical and Para- medical staff and as per empaneled criteria as laid down.
- (iii) The contract shall be deemed to have come into effect from _____ date.**

- 1. The time period shall be fifteen (15) days.
- 2. The time period shall be zero.
- 3. The time period shall be for **Two [2] years** 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 3 months unless expressly terminated by the Trust through a letter in writing, or by a new agreement between the parties. It is subject to the orders of the government issued from time to time as the case may be. In any of the circumstances the orders of the Trust under the Government of the State of Andhra Pradesh shall prevail and will be binding upon the parties.

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 and the guidelines of the

Government of the State of Andhra Pradesh, issued from time to time related to the Trust and its Schemes. The same shall be binding upon all the network hospitals (NWHs) of the State of Andhra Pradesh and other state network hospitals as well from the date of its issuance.

(c) Guidelines:

The Service Provider of the State of Andhra Pradesh agree 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 Dr.YSR 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 for the empaneled network hospitals situated in the State of A.P under the scheme(s) of the Trust. The Packages, Package Pricing and Follow up Packages displayed in Trust Online Web Portals regarding the Schemes of the Trust 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, Pricing, Preauthorization, Claims of the hospitals, follow up, Payments to the hospitals and Disciplinary Proceedings placed on Online/Trust Web Portal of the Trust shall mandatorily binds upon the network hospital.

7. Suspension results in stoppage of registration of fresh patients.

1. The obligations of the Empaneled Network Hospitals of Andhra Pradesh to provide the health services under the Scheme(s) of the Trust are stated as follows:

- i) The obligations of the Network Hospital(s) shall be referred under "OBLIGATIONS OF NWH" as laid down in Scheme Guidelines Appendix-A of this SCA and its related references, as amended from time to time. It is applicable to Dr. YSR Aarogyasri scheme under the Trust.

- (ii) The empaneled network hospitals of the state shall scrupulously follow and implement the Scheme(s) under the Trust without any deviations.
- (iii) The Circulars, Guidelines issued by the Trust and the G.Os, proceedings, notifications and the guidelines issued by the Govt. of the State of Andhra Pradesh in the matters of the Scheme(s) of the State of A.P, under the Trust shall be binding upon the network hospitals of the State.
- (iv) The network hospitals of the States shall provide the treatment to the beneficiaries of the State of Andhra Pradesh. In case of refusal of the treatment to the eligible beneficiary, then the Trust will view it seriously and Disciplinary Action will be taken against the erring network hospital which is responsible for such denial of treatment.
- (v) The jurisdiction of the Arbitration proceedings and the case/litigation shall be at Amaravati under the “HIGH COURT OF ANDHRA PRADESH” for the state of Andhra Pradesh subject to GOs and Circulars issued from time to time.
- (vi) The network hospitals of the state are subject to the Disciplinary proceedings/action of the Empanelment and Disciplinary Committee of the Trust at the Trust office, Guntur or as decided by the Trust.
- (vii) The network hospitals of the States shall allow the inspections/inquiries 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 trust officials during the inspections and enquiries.
- (viii) The network hospitals of the State shall coordinate with the Trust, its officials and the Trust’s officials at the field level, and shall not give any room of any grievance/complaint of non cooperation with the Trust staff and its officials.
- (ix) The network hospitals of the State shall follow the applicable law governing the TDS, Service Taxes etc besides following the Guidelines/ Circulars of the Trust issued from time to time.

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 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.

(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; 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:

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 middlemen
- D) Rejection of services to the beneficiaries under the various schemes 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 Trustfield staff for gaining undue favours.

H) Unauthorized shifting of beneficiaries to other hospitals.

I) Discontinuing and incomplete treatment to the beneficiary.

J) Fraudulent and fake pre-authorizations / unwanted therapies.

K) Fraudulent claims

L) Creating and using bogus and forged documents

M) Referral cases with wrong guidance

N) Misguiding the patients by giving wrong guidance

O) Inhuman behavior against the beneficiaries.

P) Using beneficiaries for clinical trials / live demonstrations.

Q) Not utilizing Standard Medical & Surgical consumables like implants, Stents, Valves, IOL's etc.

R) Resorting to any unlawful activities by Network Hospital

The NWH 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 actions against the NWH and appropriate action including civil and criminal actions as per law and its relevant G.Os against the guilty/culprits.

2. The Service Provider agrees to protect the confidentiality of the patient data including that of the clinical photographs and take due care to follow the standard medical practices while obtaining such photographs. Under no circumstances can the Trust be held responsible for lapse in confidentiality and protecting the information of the patient in the hospital.

4.a Limitation of the Service Provider's Liability towards the Trust:

(a) Except in case of gross negligence or willful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the services, the Service Provider, with respect to damage caused by the Service Provider to the Trust property (Kiosks, technical data, documents and infrastructure of the Trust) shall not be liable to the Trust:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for fees made or expected to be made to the Service Provider hereunder, or (B) the proceeds the Service Provider may be entitled to receive from any insurance

maintained by the Service Provider to cover such a liability, whichever of (A) or (B) is higher.

- (iii) This limitation of liability shall not affect the Service Provider's liability, if any, for loss to beneficiaries caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services.

b. Statute of Limitations:

The parties agree and intend that any action in relation to an alleged breach of this contract shall be commenced within one year to the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred. However it is subjected to the decision of the Court or Forum in the above matter.

c. Waiver:

The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights.

d. 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 MEDCO, YSR ASCCO, Billing Head, Data Entry Operator or employees outsourced by them, NWH will be liable for such claim or suit or Disciplinary action.

e. 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.

f. Lodging of Police Complaint:

- (i) The service Provider shall not entertain or encourage middlemen or brokers for processing empanelment, pre-authorization, claim settlements 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.

(ii) In case, if it is found that the Network hospital or its personnel has committed and involved itself in any malpractice and the Criminal acts of commissions and omissions with respect to the Scheme(s) of the Trust and the matters of the Trust then in that event, the Trust shall have the right and liberty to prosecute the hospital and its personnel, as per law.

g. 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 of this agreement shall be valid, binding and of the like effect as though such provision⁴⁸ was not included herein.

h. The Precedent of Contract:

This contract is precedent over other statements.

i. 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.

5. 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.

11. As per term 11.15 of Trust manual at appendix –A as amended from time to time.

12. i. Obligations of the NWH as per term 11 of Trust manual at appendix –A as amended from time to time.

ii. The list of empaneled specialties is at appendix-B for which the NWH shall render services cashless under the scheme(s) of the Trust.

iii. It is quite necessary that the list of Empaneled Specialties selected shall match with the “EDC approved Specialties”/ “Online Specialties” of the Trust

relating to the specific NWH. In the event of any proposed change, addition or deletion of the specialties selected by the NWH, it has to be preceded by the application of the request of such change of specialties by the NWH and consequent permission/approval thereupon by the Trust. It is emphasized herein that the permission/approval of the Trust is the indispensable requirement to effect any change of empaneled Specialty, or else any such change concerning the intended specialty shall not be effected and will be deemed as invalid.

- (iv) Further, in case of discrepancies occurs between the list of marked specialties (Appendix-B) and the EDC approved specialties/online specialties then in that event the later will prevail upon the former and the EDC approved specialties/online specialties/**Hospital master** shall be binding upon the network hospital.
- (v) In the context of b (i) above the empaneled network hospital shall submit its necessary Declaration/Undertaking w.r.t the Specialties, 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.

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

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

MEDCO duties

- a. Submission of cases in online workflow / any modifications.
- b. Submitting and answering queries relating to preauthorization and claims.
- c. Settle the grievances of the patients and communicate with the Trust.
- d. The detailed duties and responsibilities of MEDCO shall be specified in scheme manuals of the Trust and at the Trust website of the State of Andhra Pradesh.

AMCCO Duties

- a. The NWH shall provide an AMCCO who shall coordinate all activities related to health camps.
- b. The detailed duties and responsibilities of AMCCO shall be specified in scheme manuals of the Trust and the website of State of Andhra Pradesh.

Article 5 Obligations of the Trust:

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

- 5.i.** The provisions and guidelines in implementation manuals shall be prospective.
- ii.** The Trust shall adhere to the time lines and SLAs under this agreement.
- iii.** The Trust shall accept the diagnosis and line of treatment if the choice of management is being followed as per the standard medical protocols and duly supported by online evidences as enlisted in the manual.

Article 6 Payments to the Service

Provider

1.a. Packages

a. Package definition As per term 21 of Trust manual June, 2017 as amended from time to time.

b. Follow up Packages: As per term 22 of Trust manual June, 2017 and other identified follow up packages under various schemes as amended from time to time.

1.b. See in Appendix - C

1.c. Chronic OP: Provision of Outpatient treatment for the identified chronic ailments for EHS beneficiaries in notified hospitals as per guidelines issued vide G.O.Ms.No.135, HM & FW (I.1) Dept, dated 29.10.2014 and G.O.Ms.No.150, HM & FW (I.1) Dept., 04.12.2014. The Chronic OP treatment to the identified beneficiaries shall be amended as per the guidelines/orders issued by Trust/Govt. from time to time and which is binding upon empaneled network hospitals.

3. The prices of the scheme(s) procedures will be subject to updating and the amendment from time to time.

The Package, Package Prices and the Follow up Packages mentioned in the Scheme(s) of the State of Andhra Pradesh under the Trust are in Trust Web Portal Online which is updated on the portal from time to time.

4.a. Claims: The claim process is subject to term 13 of Trust manual as amended from time to time.

b. The “Package”, “Package Prices” and the “Follow up Packages” for the Scheme(s) of the Trust under the Govt. of Andhra Pradesh as above mentioned, are enclosed in the separate annexures of this contract agreement, including the Manual of the Trust and the web portal of the Trust of the Govt. of the State of Andhra Pradesh as modified and updated from time to time.

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

c Enhancement of Packages:

Enhancement of package may be considered in certain cases where hospitals have to attend to 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 at term 23 of Trust manual at Appendix-A as amended time to time.

d. 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 **Government of the State of A.P** from time to time.

(i) Dr.YSR Aarogyasri / Aarogya Raksha / ARHS, Amrutha Health Scheme, Ayushman Bharath-Pradhan Mantri Jan Arogya Yojana (PMJAY) and Other schemes

The payments shall be made online to the Current Account bearing Name _____no._____IFSC code_____of _____ Bank
_____Branch_____.

1.Procedure of Arbitration

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 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 thereto 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 in the arbitration committee.

The Arbitration shall be **held in Guntur**, AP and the proceedings shall be in English. **Further, the place of Arbitration is subject to the final decision by the Trust.**

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 agree 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 ANDHRA PRADESH "for the state of Andhra Pradesh" subject to GOs and Circulars issued from time to time. No matter pertaining to claim rejection or repudiation against the network hospitals shall be brought for Arbitration.

Further, the issues relating to the deficiency of services/malpractices by the hospital and the matters touching and concerning Disciplinary proceedings and action cannot be brought for Arbitration.

Article 9 Disciplinary actions: As per term 8 of the Trust manual or as updated or amended from time to time.

The Disciplinary Proceedings are applicable to all the ⁴⁸network hospitals including the empaneled network hospitals of the other States with respect to all the schemes under the trust. The necessary appendices are annexed hereto which forms the integral part of this contract.

APPENDIX- A

Term11: Service Level Agreements (SLAs): – For YSR Arogyasri Scheme only

S.No	Service Level Agreements (SLA)	Time, Term
1	Registration to OP/IP Conversion	24 Hours from the conclusion of diagnosis
2	IP to Preauthorization submission	3Days
3	Updation of Preauthorization pending cases without Invasive diagnostic procedures	6 Hours
4	Updation of Preauthorization pending cases requiring Invasive diagnostic procedures / Special investigations	3Days
5	Online on-bed status updation by MEDCO	Daily
6	Bed occupancy rate of scheme beneficiary	30 Days
7	Bed turnover rate of scheme beneficiary	30 Days
8	ALS of scheme beneficiary	30 Days
9	Bed sores rate	30 Days
10	Blood transfusion reactions of scheme beneficiaries	30 Days
11	Percentage of emergency approvals (TID) obtained)	30 Days
12	Patients satisfaction score of rate of scheme Beneficiary	30 Days
13	Clinical notes update in Case sheet (Physical / Online)	Daily
14	Preauthorization approval to Surgery/ Procedure done for emergency approvals	6 Hours
15	Online update of surgery notes	24 Hours
16	Online update of discharge documents (Satisfaction acknowledgement, Transport acknowledgement, Discharge summary)	1 Hour prior to Discharge
17	Provision of timely & quality food	As prescribed
18	Payment of transportation charges	Along with Discharge
19	Resolution of complaints Logged into MEDCOs Ac	2 Days
20	Time between Preauthorization and Surgery done	30 days
21	Time between initiation of preauthorization by the Service Provider as per manual and approval by Trust	12 Hours
22	Time between proper update of preauthorization queries and approval by the Trust	12 Hours
23	Enhancement approvals (provided submission of All the necessary documents & updating pending remarks within 48 Hours if any)	4 days
24	Auto cancellation of the claim If not submitted after discharge update by network hospital	30 days
25	Claim settlements after submission of all the necessary documents	7 days
26	Response to claim queries raised by Trust	14 days (One time pending option at Specialist level role)
27	Final update of Claims after query (Claim Head level)	14 days (if not updated, the claim automatically comes to Trust for settlement)
28	Pre-auth pending update, auto cancellation timelines	1. Preauth kept pending by Panel Doctor to be updated by MEDCO with in 10 days, other wise Preauth is auto cancelled.

		<p>2. Preauth Kept pending by Preauth Trust Doctor to be updated with in 10 days, other wise Preauth is auto cancelled.</p> <p>3. After Surgery date selection with in 3 days surgery update to be done, other wise Preauth is auto cancelled.</p> <p>4. After Preauth approval surgery not updated with in 30 days, Preauth is auto cancelled.</p>
29	De-flag	<p>1. If not de-flagged, the case will be autocancelled as per SLA.</p> <p>2. Refund of amount for de-flagging, etc., by cheque / D.D.</p>

- ❖ All the timelines are subject to change as per circulars/ guidelines from time to time by the Trust.

APPENDIX-B:

List of Specialties Empaneled as per EDC recommendation

S.NO	Code	Specialties	Hospital	Inspection	EDC	S.NO	Code	Specialties	Hospital	Inspection	EDC
1	S6	Surgical Gastroenterology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11	M1	Critical care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	S7	Cardio Thoracic surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12	M5	Cardiology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	S8	Pediatric Surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13	M6	Nephrology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	S9	Genito Urinary surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14	M7	Neurology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	S10	Neurosurgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15	M10	Rheumatology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	S11	Surgical Oncology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16	M11	Endocrinology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	S12	Medical oncology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17	M12	Gastroenterology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	S13	Radiation Oncology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
9	S14	Plastic Surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
10	S19	Organ Transplantation Surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

APPENDIX-C:

Refer the Online Trust Web Portal of the State of Andhra Pradesh for the Scheme(s) Modified and updated from time to time.

APPENDIX-D:

FOLLOW UP PACKAGES

(Refer the Online Trust Web Portal of the State of Andhra Pradesh modified and updated from time to time.)

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

APPENDIX- E:

FILLED UP APPLICATION FOR EMPANELMENT SUBMITTED BY THE SERVICE PROVIDER.

Now therefore, each party acknowledges that it has read 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 Network Hospital.

APPENDIX – F:

FOSS & GRIEVANCE

- ❑ Revised Health Camp Policy: The Network Hospital has to participate Tribal Health Camps as per their Schedule and follow the rules and regulations as per the revised Health Camp Policy (copy of Health Camp Policy enclosed)
- ❑ The NWHs has to refund the collected amount to beneficiary either in the form of Cheque / DD for de-flagging the case.
- ❑ The hospital shall earmark a space of 50 sft. in its reception for a dedicated Dr. YSR Aarogyasri kiosk. It should be by the side of the hospital entrance.

APPENDIX – G:

Minimum requirements of documentation with regard to the various entities/institutions are listed below and any relevant documents may be sought other than the below as per the requirement.

A) Partnership Firm:

1. Partnership Deed /Agreement.
2. Registration of Firm Certificate from Registrar of Firms (optional).
3. PAN Card for the Partnership firm.
4. Power of Attorney in favour of the partner or an employee of the firm to transact business on its behalf.
5. Authorization/consent/NO objection letter of the partner.
6. Identity document of the partners.
7. Copy of the Resolution/ consent letter of the partner(s) certifying the specific purpose of the empanelment and related matters concerning the empanelment under the scheme.
8. All specific business licenses/permit and the authorizations are required.
9. All the relevant certificates/documents governing the field.

B) Private Limited Company:

1. Certificate of Incorporation in the name of the company.
2. Memorandum of Association of the company.
3. Articles of Association of the company.
4. PAN Card of the company.
5. Copy of the Board Resolution certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
6. All specific business licences/permit and authorizations are required.
7. All the relevant certificates/documents governing the field.

C) Public Limited Company:

1. Certificate of Incorporation in the name of the company.
2. Memorandum of Association of the company.
3. Articles of Association of the company.
4. Certificate of commencement of business of the company
5. PAN Card of the company.
6. Copy of the Board Resolution certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
7. All specific business licences/permit and authorizations are required.
8. All the relevant certificates/documents governing the field.

D) Limited Liability Partnership (LLP):

1. LLP Agreement.
2. Incorporation Document
3. Certificate of Registration issued by the ROC concerned.
4. Copy of Resolution certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
5. The institution's Rules and Bye -Laws.
6. PAN card of the firm.
7. All specific business licences/permit and authorizations are required.
8. All the relevant certificates/documents governing the field.

E) Trusts/Association/Society:

1. Certificate of Registration issued under is respective concerned authorities.
2. Trust Deed /Agreement/Declarations etc. as the case may be
3. Declaration of Trust and its Bye laws/Bye Laws of society/Bye Laws of Association/Bye laws of club as the case may be.
4. 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.
5. A memorandum and articles of association where the association/institution is proposed to be formed as a company.
6. Rules/Bye laws/Constitution/Handbook/Manual of the foundation.
7. Resolution of the managing body of the entity/foundation.
8. PAN card in the name of the respective entities as the case may be.
9. Copy of the Resolution of the managing body certifying the specific purpose of empanelment and related matters concerning the empanelment under the scheme.
10. All the other specific business licences/permits and the authorization, necessary assessments if any are required.
11. All the relevant certificates/documents governing the field as applicable in its respective contexts.

F) Merger/Demerger/Amalgamation:

1. Orders of the Hon'ble High Court regarding merger/demerger/amalgamation. (scheme of arrangement under the related provisions of the company Act.)
2. Certificate of Incorporation
3. Board Resolution
4. List of Directors of the company after merger/demerger/amalgamation.
5. Undertaking from the transferee/resulting company to own the responsibility regarding all liabilities of transferor company.
6. All the other specific business licences/permits and the authorizations, necessary assessments if any are required.
7. All the relevant certificates/documents governing the field as applicable in its respective contexts

Minimum requirements to be followed by the network hospitals seeking change of management/hospital name/authorized person.

I. Change of management

The steps to be followed for the change of management by the network hospital 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.
 - 1) To provided services to the YSR Aarogyasri and other scheme beneficiaries under the Trust who are on the bed till discharge and also provide follow up treatment to eligible patients.
 - 2) 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.
 - 3) The New Management has to apply for fresh empanelment and undertake to provide follow up treatment to the YSR Aarogyasri and other scheme beneficiaries under the Trust of the existing hospitals.
 - 4) The New/owner management shall submit the copy of contract or transfer deed to the Trust.
 - 5) The new owner/management shall have entered into a supplementary agreement/agreement with the Trust on the same terms and conditions envisaged in SCA.
 - 6) The new owner/management shall submit revised certificate of registration and incorporation.
 - 7) Bank accounts and related other particulars.
- c) Notarized affidavit/declaration to be given by new management/owner mentioning the following particulars.
 - a) The network hospitals and its personnel shall protect the interests of the Trust and its objectives
 - b) Liability for the acts omissions and commission upon the new owner/management and previous management either separately or jointly as the case may be lies and 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.

- c) 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.

II. Change of authorized representative/head of the institution representing the hospital:

The hospital authorities has to apply online requesting to permit the change of authorized person to represent 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 administrator 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 the 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/Andhra Pradesh 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 form the statutory authorities and local bodies.

The hospital has to furnish the other relevant documents other than the above and when demanded by the Trust.

Place:

Service Provider

Dated:

Dr.YSR Aarogyasri Health Care Trust
(Govt. of Andhra Pradesh)

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