



BLDE

(DEEMED TO BE UNIVERSITY)

Declared as Deemed to be University u/s 3 of UGC Act, 1956

The Constituent College

SHRI B. M. PATIL MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE


03 MAR 2021

“To Whom It May Concern”

This is to certify that, we have received the below mentioned amount from respective Payers.

2015-16

SI No	Name of the Scheme	Grants/funds
1	BSNL	4,82,446
2	Thayi Bhagya Scheme	5,64,000
3	KLE Health Care	17,712
4	NTPCL	5,00,000


Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.



REGISTRAR

BLDE (Deemed to be University)
Vijayapura-586103. Karnataka.

Smt. Bangaramma Sajjan Campus, B. M. Patil Road (Sholapur Road), Vijayapura - 586103, Karnataka, India.

BLDE (DU) : Phone: +918352-262770, Fax: +918352-263303, Website: www.bldedu.ac.in, E-mail: office@bldedu.ac.in
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2016-17

SI No	Name of the Scheme	Grants/funds
1	Yeshasvini Scheme	43,43,536
2	ESIC	71,73,928
3	Arogya Bhagya Yojane	26,06,419
4	KLE Health Care	1,77,339


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2017-18

SI No	Name of the Scheme	Grants/funds
1	Rashtriya Swasthya Bima Yojana	58,52,100
2	Rajeev Arogya shree	37,730
3	Jyothi Sanjeevini	82,675
4	DRTB(RNTCP)	1,45,559


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2018-19

SI No	Name of the Scheme	Grants/funds
1	BSNL	4,73,877
2	KLE Health Care	81,910
3	Rajeev Arogya shree	16,625
4	Arogya Bhagya Yojane	30,57,066
5	Jyothi Sanjeevini	31,262


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03 MAR 2021

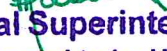
“To Whom It May Concern”

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2019-20

SI No	Name of the Scheme	Grants/funds
1	BSNL	1,41,030
2	ECHS	53,52,628
3	Thayi Bhagya Scheme	22,20,480
4	Shrilaxmi Pharma Surgicals	12,00,000
5	Guddodagi Pharmaceuticals	12,00,000
6	Micro Labs Pvt.Ltd *	1,69,000

* Received 200 Qty PPE Kits, 100 Sanitizers.


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सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA03141208243492S
 Certificate Issued Date : 22-Dec-2020 11:39 AM
 Account Reference : NONACC (FI)/ kaksfc08/ BIJAPUR16/ KA-BJ
 Unique Doc. Reference : SUBIN-KAKAKSFCL0892779194444589S
 Purchased by : DIRECTOR REGIONAL CENTRE ECHS BNAGALORE
 Description of Document : Article 12 Bond
 Description : BOND
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : DIRECTOR REGIONAL CENTRE ECHS BNAGALORE
 Second Party : MEDICAL SUPERINTENDENT BLDEU HOSPITAL VIJAYAPUR
 Stamp Duty Paid By : DIRECTOR REGIONAL CENTRE ECHS BNAGALORE
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

Authorized Signatory
Sri Sri Souharda
Sahakar Li, VIJAYAPUR



Please write or type below this line

MEMORANDUM OF AGREEMENT

An agreement made and entered into on this 22 JAN 2021 between the President of India, acting through Director, Regional Centre ECHS, Bangalore (Station), for Ex Servicemen Contributory Health Scheme, (hereinafter called "ECHS" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the **First Part**

AND

Dr Rajesh Mallappa Honnutagi , Medical Superintendent S/o **Mr. Mallappa Honnutagi** owner or the authorized signatory of **BLDEU Shri BM Patil Medical College, Hospital & Research Centre , (Run by BLDE Deemed to be University) Vijayapura, Karnataka** (hereinafter called ("Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing Home, Hospices, Rehab Centre, Physiotherapy Centre, etc) which expression unless excluded by or repugnant to the subject or context, shall mean to include its legal representative, successors and permitted assigns) of the **Second Part.**

(VS Srihari)
Gp Capt
Director
Regional Centre
Bangalore

Representy
Medical Superintendent
BLDE Deemed to be University
Shri B. M. Patil Medical College
Hospital & R.C., VIJAYAPUR-586103

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.e-stamp.com or using e-Stamp Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

WHEREAS **BLDEU Shri BM Patil Medical College, Hospital & Research Centre , (Run by BLDE Deemed to be University) Vijayapura, Karnataka** (name of corporate body/firm/trust/owner of medical facility), had applied for Empanelment under ECHS for treatment of the members of ECHS and their dependent beneficiaries, and ECHS proposes to extend empanelment to **BLDEU Shri BM Patil Medical College Hospital & Research Centre** (name of Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc) for treatment of ECHS members and their dependent beneficiaries for the treatment / diagnostic facilities as given in the **Annexure II of Appendix A** to Government Sanction Letter **MOD/GOI letter No. 24(8)/03/US(WE)/D(Res) dated 29 Oct 2004** and **C Org ECHS letter No B/49771/AG/ECHS/Gen dated 14 Nov 18.**

The said MoA shall be effective/ in operation with effect from 22 JAN 2021.


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

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

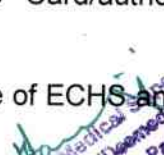
- (a) **Appendix – A** Admissions, treatment and rates in empanelled hospitals
- (b) **Appendix – B.** Procedure for taking action against medical facilities empanelled with ECHS.
- (c) **Appendix – C.** Agreement with respect to the Online Bill Processing.
- (d) **Appendix – D.** Format for Feedback on Empanelled Medical Facilities.
- (d) **Annexure – I.** List of Polyclinics which are authorized to issue the referral form.
- (e) **Annexure – II.** Attested photocopy of the relevant Annexure to the Government Sanction Letter for Empanelment giving out the facilities for which the hospital / diagnostic / imaging facility is empanelled for.
- (f) **Annexure – III.** Rate List (CGHS /Negotiated rates provided less than CGHS rates/ECHS rates).

2. **Definitions and Interpretations.** The following terms and expressions shall have the following meanings for purposes of this Agreement:-

- (a) **"Agreement"** shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- (b) **"Medical Facility"** shall mean Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre etc under this agreement providing medical investigation, treatment and the health care for ECHS beneficiaries.
- (c) **"Benefit"** shall mean the extent or degree of service the beneficiaries are entitled to receive as per the policies/rulings issued by Central Org ECHS/Govt of India (MoD).
- (d) **"Bill Processing Agency"** (BPA) means the agency appointed by ECHS for processing of **Bills/ Data** of all ECHS beneficiaries attending the empanelled Private medical facilities.
- (e) **"Card"** shall mean the ECHS Card / authorization document issued by ECHS authority.
- (f) **"Card Holder"** shall mean an entitled person having a ECHS Card/authorization document.
- (g) **"ECHS Beneficiary"** shall mean a person who is eligible for coverage of ECHS and holds a valid ECHS card/authorization document for the benefit.


(S Stihari)

Gp Capt
Director
ECHS Regional Centre
Bangalore


Medical Superintendent
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(h) "**Coverage**" shall mean the financial limit under ECHS scheme for treatment of ECHS beneficiaries. Scheme being capless and cashless, no charges will be levied on ECHS beneficiary by Empanelled medical facility even in emergency, when ECHS beneficiary gets admitted/treated for a particular specialty which is not empanelled.

(j) "**Diagnostic Center**" shall mean the (Name of the Diagnostic Center) performing tests/Investigations.

(k) "**Imaging Centre**" shall mean the (Name of the Imaging Centre) performing X-ray, CT Scan, MRI, USG, etc.

(l) **Emergency.** Emergency shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.

(m) "**Empanelment**" shall mean the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc authorized by the ECHS for treatment/ investigation purposes for a particular period.

(n) "**Dis-empanelment of Medical Facility**" shall mean removal of Empanelled medical facility on account of adopting unethical practices or fraudulent means in providing medical treatment to ECHS beneficiary or not following the good industry practices of the health care for the ECHS beneficiaries or violation of MoA or being beyond the requirement of ECHS as decided by Central Org, ECHS.

(o) "**Party**" shall mean either the ECHS or the medical facility and "Parties" shall mean both the ECHS and the medical facility.

(p) "**Health Care Organization (HCO)**" shall mean the (name of the hospital) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

Conditions for Providing Treatment/Services

3. **General Conditions.** The following will be governed in general conditions:-

(a) The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall be empanelled for all facilities/services available in the healthcare organization as approved by NABH/NABL/QCI and shall not be empanelled for the selected specialities/facilities.

(b) Hospital being NABH/NABL Accredited, would offer all the services within NABH/NABL Scope to ECHS beneficiaries in order to claim NABH/NABL rates, failing which, they will be entitled for Non-NABH/Non-NABL rates.

(c) The Hospital will be paid NABH/NABL rates subject to continued accreditation by NABH/NABL. If renewal of NABH/NABL Accreditation is not submitted prior to the expiry of current scope, Hospital will be paid Non NABH/Non NABL rates. Renewed NABH/NABL Scope will be ratified by MoD in the form of GL Note to enable payment at NABH/NABL rates.

(d) The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall investigate/treat the ECHS beneficiary only for the condition for which they are referred with due authorization letter.

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

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

(f) ECHS has the right to monitor the treatment provided in the HCO.

4. **CGHS empanelled hospitals on empanelment with ECHS will adhere only to the ECHS empanelment norms for ECHS beneficiaries.**

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

6. **Investigation Prior to Admission.** All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure as a part of package.

7. **Additional Procedure/Investigation.** For any material/additional procedure/investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority except in the emergency.

8. **Procedure Where Referred Case Needs Specialized Treatment Not Available in The Hospital.** HCO shall not undertake treatment of referred cases in specialities which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to ECHS authorities. However, in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.

9. **Admissions, Treatment and Rates in Empanelled Hospitals.** Admission, treatment and rates in empanelled hospitals will be guided by the provisions mentioned in **Appendix A**.

10. **Revision of Rates.** The medical facility is not at liberty to revise the rates suo moto. The Rates fixed by the CGHS/ECHS shall continue to hold good unless revised. In case the notified rates are not acceptable to the empanelled medical facility, or for any other reason, the medical facility no longer wishes to continue on the list under ECHS, it can apply for exclusion/removal from the panel by giving 30 days notice. **However, for patients undergoing treatment in the hospital shall continue to avail the treatment till the individual is discharged.**

Emergency Admission

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


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- (a) Acute Cardiac Conditions/Syndromes including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade. Acute Left Ventricular Failure/Severe Congestive Cardiac Failure. Accelerated hypertension, complete dissection of Aorta etc.
- (b) Vascular Catastrophies including Acute limb ischemia, Rupture of aneurysm, medical & surgical shock and peripheral circulatory failure.
- (c) Cerebro-Vascular Accidents including strokes, neurological emergencies including coma, cerebro-meningeal infections, convulsions, acute paralysis, acute visual loss.
- (d) Acute Respiratory Emergencies including Respiratory failure and de-compensated lung disease.
- (e) Acute abdomen including acute obstetrical and gynecological emergencies.
- (f) Life threatening injuries including Road traffic accidents, Head injuries, Multiple Injuries, Crush Injuries and thermal injuries etc.
- (g) Acute poisonings, Monkey/Dog and snake bite.
- (h) Acute endocrine emergencies including Diabetic Ketoacidosis.
- (j) Heat stroke and cold injuries of life threatening nature.
- (k) Acute Renal Failure.
- (l) Severe infections leading to life threatening sequelae including Septicemia, disseminated/ military tuberculosis etc.
- (m) Acute Manifestation of Psychiatric disorders. [Refer Appx 'D' of Central Organisation letter No B/49778/AG/ECHS/Policy dated 13 Nov 2007.]
- (n) Dialysis treatment.
- (o) Any other condition in which delay could result in loss of life or limb. In all cases of emergency, the onus of proof lies with the Empanelled hospital.

12. **Appropriateness of Emergency.** The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority including while processing of hospital bills. In case emergency is not proved, disciplinary action against the medical facility may be initiated including penal deductions.

13. **Entitlements for Various Types of Wards.** ECHS beneficiaries are entitled to facilities of private, semi-private or general ward as per category given below as per GoI/MoD letter No 22D(04)/2010/WE/D(Res-I) dt 29 Dec 2017 :-

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


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Gp Capt
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Definitions of Wards are as Under:-

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

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

Information to Be Provided to The BPA by Hospitals

14. **Emergency Admissions.** Hospital will intimate to the BPA and to ECHS within two (02) hours of such admission and the BPA will respond with due authorization in four (04) hours. Treatment in no case would be delayed or denied because authorization by the BPA is only confirmation of the e-work flow in respect of such patient. Post discharge the hospital would upload bills and other documents as the requirements of ECHS within the time lines laid down.

15. **Referred Admissions.** Where the ECHS beneficiary visits the hosp with a proper referral and authorisation letter, the hospital will verify and submit information of admission to the BPA and to ECHS online. The BPA would respond with an authorization within four (04) hours. Post discharge the hospital would upload bills and other documents as per the requirements of ECHS within the time lines laid down.

16. **Processing of Claims/Bills By The BPA.** The BPA during the course of auditing will restrict the claims as per ECHS/CGHS/Govt of India (MoD) rules and regulations. BPA will also examine in terms of following:-

- (a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
- (b) Whether the planned treatment is shown as emergency treatment.
- (c) Whether the diagnostic medical or surgical procedures that were not required were conducted by hospital including unnecessary investigations.
- (d) Maintaining database of such information of ECHS beneficiaries for future use.
- (e) Whether the treatment procedures have been provided as per the approved rates and the packages.
- (f) Whether procedures performed were only those for which permission has been granted.

17. Procedure for taking action against medical facilities empanelled with ECHS will be governed vide MoD/DoESW letter No. 25(02)/2018/WE/D (Res-1) dated 10.10.2019 given in **Appendix B.**

Duties and Responsibilities of Empanelled HCO

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

(VS. Sihar) Gp Capt Director ECHS Regional Centre Bangalore

Medical Superintendent BLDE (Deemed to be University) Shri B. M. Patil Medical College Hospital & R.C. VIJAYAPURA

19. The HCO shall not assign in whole or in part, its obligations to perform under the agreement, except with the ECHS's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the ECHS. Any such assignment shall not relieve the HCO from any liability or obligation under this agreement.

20. Services Being Provided Hosp. by BLDEU Shri BM Patil Medical College Hospital & Research Centre Name of Medical facility) NON NABH, is recognized under ECHS for treatment of the ECHS members and their dependant beneficiaries for **Services attached at Annexure II (Copy of the relevant Annexure to the Government Sanction Letter to be attached)** (subject to the conditions hereinafter mentioned) NABH hospital to get NABL rates and their integrated laboratory have to be NABL accredited. The hospitals would follow the rules and procedures as mentioned in the Policies uploaded on the ECHS Site (www.echs.gov.in) including SOP for Online Billing / Authentication / integration with other application of ECHS and amendments issued from time to time. ECHS has all rights to install any equipment/device in the premises of empanelled medical facilities for the benefit of ECHS beneficiaries. Necessary support including expenditure on infrastructure and manpower will be provided by the concerned Medical Facilities by given date without any additional lien on agreed MoA. The facility will be developed by the empanelled facility by the date and time as specified by Central Org ECHS.

21. **Notification of Nodal Officers.** Empanelled hospital shall notify three Nodal officers for ECHS beneficiaries, one of them must be holding the designation of owner/CEO, who can be contacted by ECHS beneficiaries in case of any eventuality. Any change in these Nodal officers must be intimated to the Regional Centre immediately so that the respective Polyclinics can be informed of the same. These details must also be displayed boldly at the reception of the empanelled hospital.

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

SI	Name	Designation	Mobile No	Email ID
(a)	Dr Anavind V Patil	Owner/CEO ✓	9845272720	anavind.patil@bldeuhospital@gmail.com
(b)	Dr. Rajesh M Honnuttagi	MS/Dy MS/Addl MS ✓	9844088287	rajesh.ms@bldeu.ac.in
(c)	Mr. Ramesh Kumar S	Corporate Affairs/ Auth Signatory	9880722882	ramesh.kumar.s@bldeu.ac.in

22. **Annual Report.** HCO will submit an annual report regarding number of referrals received, admitted ECHS beneficiaries, bills submitted to the ECHS and payment received, details of monthly report submitted to the Additional Directors/Joint Additional Directors ECHS of concerned city. Annual audit report of the hospitals will also be submitted along with the statement. HCO shall submit all the medical records in digital format.

23. **EMR (Electronic Medical Records)/ EHR (Electronic Health Reports).** The empanelled Health Care Organization (Except Eye Hospital/Centre, Dental Clinics, Diagnostic Lab/Imaging Centers) shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by Ministry of Health & Family Welfare within one year of its empanelment.

24. **No Commercial Publicity.** HCO will not make any commercial publicity projecting the name of ECHS. However, the fact of empanelment under ECHS shall be displayed at the premises of the empanelled Health Care Organization.

25. **Meetings.** Authorized signatory / representative of the empanelled hospital shall attend the periodic meetings held by Regional Centre required in connection with improvement of working conditions and for Redressal of Grievances. Concerned billing staff must also attend such periodic interactive sessions conducted by the Regional Centre so as to resolve the outstanding issues.

26. **Inspections.** There shall be continuous Medical Audit of the services provided by the empanelled medical facility. During the visit by authorized representative of Polyclinics/ Stn Cdrs/ Regional Centers/ Central Organization including BPA, the empanelled medical facility authorities will cooperate in carrying out the inspection. It shall be the duty and responsibility of the empanelled medical facility (Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre,

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

27. **Integrity and Obligations of Empanelled Medical Facilities During Agreement Period.** The empanelled medical facility is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The medical facility is obliged to act within its own authority and abide by the directives issued by the ECHS. The medical facility is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

28. **Application Form for Empanelment** The terms and conditions stipulated in the Application for Empanelment with ECHS shall be read as part of this agreement.

29. **Agreement with respect to the Online Bill Processing & Patient Feedback.** The medical facility must abide by the instructions as given at **Appendix C** i.e. Agreement with respect to the Online Bill Processing. The Bill Processing fees will be charged as per the rates given in the above mentioned Appendix. ECHS reserves the right to revise these charges from time to time. All digitally signed bills will be uploaded on BPA's portal and the summary of final bills will be authenticated and duly signed along with Mobile Number by the primary beneficiary or any of the dependent holding a valid ECHS card. For Diagnostic labs having multiple collection centre and providing reports online, the referral issued by polyclinic will be authenticated and duly signed along with the Mobile Number by the beneficiary on the referral at the time of collection of sample. The same will be uploaded on the BPA portal. All IPD patients will be provided feedback proforma as per format given at **Appendix D**. The feedback proforma is to be obtained from the patient or any of the dependent holding a valid ECHS card. The feedback proforma is mandatorily to be attached with the bills on the BPA portal, failing which the claim will be forwarded to NMI basket. A Mobile Application for ECHS beneficiaries is also being developed which will enable beneficiaries to submit feedback through online mode which will be integrated with the BPA portal.

30. The hospital shall raise bills in the BPA portal online in respect of the treated ECHS members, within seven days of the completion of the treatment/discharge of the patient or last OPD date.

31. **TDS.** Tax deduction at source as per Section 194J of the Income Tax Act, 1961 for Technical (Medical Expense) and professional Services fee for bills submitted for payment, shall be deducted after processing for reimbursement. Any other instructions issued by Govt authorities are binding.

32. **Changes in Infrastructure / Staff To Be Notified To ECHS.** The medical facility shall immediately communicate to Regional Centre about **any closure of empanelled facility/renovation of infrastructure/shifting of premises**. The empanelment will be temporarily withheld in case of shifting of the facility to any other location. The new establishment of the same Hospital shall attract a fresh certification from QCI/NABH/NABL etc. for consideration of continuation of empanelment.

33. **Retention of Payment.** The ECHS shall have a lien and also reserves the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the ECHS may have against the hospital under this or any other agreement. Retention of payment for audit liabilities/beneficiary liabilities or any other liability will be done by ECHS. In case dues against the empanelled facility is higher than the credit facility, empanelled facility will ensure payment.

34. **Audit by ECHS.** The hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final. Any third party / internal organization hired / ordered by ECHS authorities to carry out surprise inspection / audit of the facility will be provided access to Medical as well as financial records by the empanelled hospitals. All medical documents / records / bills pertaining to the ECHS beneficiary will be retained in hard copy as well as soft copy till finalization of audit by CAG / CDA. No record shall be destroyed without obtaining written confirmation from Central Organization ECHS.

(V. S. Shani)
Gp Capt
Director
ECHS Regional Centre
Bangalore

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
MAYAPUR

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

- | | | |
|-----|--|---------------------------------------|
| (a) | Empanelled Hospitals/Cancer units | - Rs 10.00 Lakhs (For Tier I Cities) |
| | | - Rs 5.00 Lakhs (For Tier II Cities) |
| | | - Rs 2.00 Lakhs (For Tier III Cities) |
| (b) | Eye Centre /Dental Clinics/Physio/Labs | - Rs 2.00 Lakhs (For Tier I Cities) |
| | | - Rs 1.00 Lakh (For Tier II Cities) |
| | | - Rs 0.50 Lakh (For Tier III Cities) |

Auth: B/49771/AG/ECHS/Emp/Gen dated 25 Sep 2020

36. **Forfeiture of PBG.** Action to be taken against hospitals regarding Forfeiture of PBG is indicated in **Appendix B.**

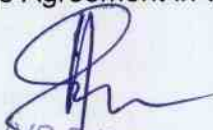
37. The Performance Bank Guarantee shall be forfeited and the ECHS shall have the right to de-recognize the medical facility as the case may be. Such action could be initiated on the basis of a complaint, input from other sources, medical audit or inspections carried out by ECHS teams at random. The decision of the Ministry of Defense, Department of ESW in this regard shall be final.


38. **Indemnity.** The empanelled medical facility shall at all times, indemnify and keep indemnified ECHS / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the medical facility in execution of or in connection with the services under this Agreement and against any loss or damage to ECHS/the Government in consequence to any action or suit being brought against the ECHS / the Government, alongwith (or otherwise), medical facility as a Party for anything done or purported to be done in the course of the execution of this Agreement. The medical facility will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ECHS from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the medical facility negligence or misconduct. The medical facility will pay all indemnities arising from such incidents without any extra cost to ECHS and will not hold the ECHS responsible or obligated. ECHS / the Government may at its discretion and shall always be entirely at the cost of the medical facility defend such suit, either jointly with the medical facility enter or singly in case the latter chooses not to defend the case.

39. **Dissolution of Partnership.** Should the medical facility get wound up or partnership is dissolved, the ECHS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the medical facility or their heirs and legal representatives from the liability in respect of the services provided by the medical facility during the period when the Agreement was in force. The medical facility shall notify the Regional Centre of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.

40. **Modification to Agreement.** This agreement may be modified or altered only after written confirmation from Central Org ECHS.

41. **Termination of Agreement.** The Regional Centre will obtain written concurrence of the Central Organisation, ECHS before taking the any decision of terminating the Agreement. The ECHS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the medical facility terminate the Agreement in whole or part without assigning any reason after giving 30 days notice:-


(VS Srihari)
Gp Capt
Director
ECHS Regional Centre
Bangalore


Medical Superintendent
BLDE (Deemed to be University)
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Hospital & R.C. VIJAYAPURA-586103.

(a) **Termination For Default.**

(i) If the empanelled medical facility fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement or within any extension thereof if granted by the ECHS pursuant to Condition of Agreement.

(ii) If the medical facility in the judgment of the ECHS has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

(iii) **Bribe or Malpractice.** In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the medical facility or any of them for their agent or anyone else on their behalf to any member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall, notwithstanding any criminal liability which the medical facility may incur, cancel and/or terminate this Agreement and/or any other agreement entered into by the ECHS holding the medical facility liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the medical facility.

(iv) In case of any wrong doings as specified in Memorandum of Agreement by one medical facility of a particular group, ECHS reserves the right to remove all empanelled medical facility of that particular group from its empanelled list of medical facility.

(v) If the medical facility fails to perform any other obligation(s) under the Agreement.

(b) **Dis-Empanelment.** Appropriate action, including removal from ECHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ECHS teams / appointed BPA (Bill Processing Agency).

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

(d) **Authority to Issue Notice.** Subject as otherwise, provided in this contract, all notices may be given or taken by the ECHS or by any officer for the time being entrusted with functions of ECHS.

(e) **Delivery of Notices.** All notice and reference hereunder shall be deemed to have been duly served and given to the medical facility if delivered to the medical facility or their authorized agent or sent by registered post/speed post to the address of the hospital stated hereinbefore and to the ECHS if delivered to the Director, Regional Centre ECHS or sent by registered post/speed post or left at his office during office hours on any working days. Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post to the other Party's address as below (in case of change in address, the same will be informed immediately to the other Party). The confirmation for this effect/ delivery notice be given on email or any other digital means of communications will also be held valid:-

<u>Address of Medical Facility</u>	<u>Address of the Regional Centre</u>
BLDEU Shri BM Patil Medical College Hospital & Research Centre (Run by BLDE Deemed to be University) Vijayapura, Karnataka	RC ECHS Bangalore C/o Air Force Station Jalahalli Jalahalli West Bangalore-560015

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Director
ECHS Regional Centre
Bangalore

Medical Superintendent
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Hospital & R.C. VIJAYAPURA-58610

42. **Arbitration.** Any dispute or difference whatsoever arising between the parties to this agreement out of our relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be resolved between the empanelled facility and the Regional Centre with mutual deliberation. If any of the party in not satisfied, the matter will be referred to Central Org ECHS for arbitration by mutual deliberation. Even after this, if the issue remains unresolved, it will be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on appointment of the Arbitrator within a period of one month from notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made hereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act. 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi. Non adherence of this process will be considered adequate for termination of contract after 30 days notice.

43. **Administrative Cost.** The administrative cost of the documentation and creation of all infrastructure including manpower & hardware resources and bandwidth as well as recurring and all other expenses required by the medical facility for the purpose of this Agreement shall be borne by the medical facility.

44. **Retention of Agreement.** The Original copy of this Agreement shall be kept at the office of Director, Regional Center ECHS, Bangalore and a true copy shall be retained in the office of the medical facility. One extra copy to be provided at CO ECHS. Once diglocker concept is implemented, the docs can be kept in diglocker as well.

45. **Duration of Agreement.** This Agreement shall remain in force for a period of 02 years from 22 JAN 2021 to 19 JAN 2023, extendable on mutual agreement depending upon under mentioned conditions (whichever is the earliest):-

- (a) Two years or
- (b) Till the Performance Bank Guarantee is valid or
- (c) In case of CGHS Empanelled medical facilities, the date till empanelment with CGHS is valid. In case of CGHS Empanelled medical facilities, such medical facilities will inform the Regional Centre whenever their CGHS Empanelment expires and that they will automatically apply for renewal of CGHS Empanelment.
- (d) Till central/ State Govt does not suspend/terminate the facilities for conduct of medical business.

46. The empanelled facility will give copy of all diagnostic tests results, incl MRI/X-Ray/USG etc along with treatment rendered besides discharge summary and summary of bills to the beneficiary for further management of patient without any extra cost.

Miscellaneous

47. In addition to the above the following miscellaneous aspects will be applicable:-

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

S/S
Gp Capt
Director
ECHS Regional Centre
Bangalore

Medical Superintendent
BLDE (Deemed to be University)
B. M. Path Medical College
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(c) Hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall notify to the ECHS of any material change in the status where such change would have an impact on the performance of obligation under this Agreement.

(d) This Agreement can be modify or altered only on written Agreement signed by both the parties.

(e) Should the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc get wound up or partnership is dissolve, ECHS shall have the right to terminate the Agreement. The termination of agreement shall not relive the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Healthcare organization during the period when the Agreement was in force.

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



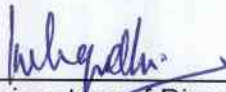
(VS Srihari)
Gp Capt
Director
ECHS Regional Centre
Bangalore

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



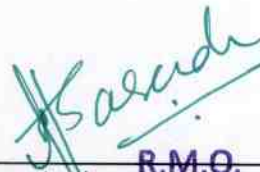
Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

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




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

Gp Capt
Jt Dir (Hosp Services)
ECHS Regional Centre
Bangalore - 560 015



R.M.O.
BLDE (Deemed to be University)
Shri B.M.Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

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



Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.


LIST OF POLYCLINICS UNDER THE REGIONAL CENTRE BANGALORE

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

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



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ADMISSION AND TREATMENT IN EMPANELLED HOSPITALS

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

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(xii) At the time of discharge enter all the relevant details and discharge summary in the ECHS software.

4. If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for other procedures would be added to the package charges of the first major procedure.

5. Empanelled facility will prescribe generic medicines. Branded medicines may be prescribed when no generic is available or absolutely essential.

6. An empanelled facility whose rates for a procedure/test/facility are lower than the approved rates shall charge the beneficiaries as per actual. If the beneficiary willingly prefers a medical facility which is in excess of approved/ package deal rates, the excess charges would be borne by the beneficiaries.

7. Any legal liability arising out of services availed by ECHS beneficiary shall be dealt with by the empanelled facilities who shall alone be responsible. ECHS will not have any legal liability in such cases.

8. **Further Referral to Other Hosps.** The hospital would not refer the ECHS cases further to other institute, and if it does so, it will be at their own arrangements and ECHS would not be responsible to the other institute for any liability. Payment for such outsourced services will be made by the empanelled hospital and charges at CGHS rates will be applicable. The expenditure of such institutes will be paid by the empanelled facility and will not be recovered from the patients. Payment in such cases would also be restricted to CGHS/AIIMS/ECHS approved rates only as the case may be.

9. **Refusal to Treat ECHS Patients.** The hospital would not refuse for treatment/procedures/ investigation to referred cases on flimsy ground. The refusal to provide the treatment to bonafide ECHS Beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without any valid ground, would attract disciplinary action including disqualification for continuation of empanelment. In case of non availability of bed, the empanelled facility will transfer the patient to some other facility as selected by the patient with its own transport arrangement. In addition, following will also be adhered to:-

(a) The Hospital would itself obtain prior approval required for those procedures, implants and tests not listed in CGHS rate list and for extended hospitalization, and will not ask ESM or his/her representative for this purpose.

(b) The hospital would prescribe Generic Medicine as far as possible and desist from intending to write and prescribed branded medicines.

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

10. **Documentation during Admission Responsibility of Hospital.** Any documentation required during the admission of the patient, for example obtaining sanction for unlisted procedures, permission for extended admission, implants etc will be carried out by hospital itself and patient or his/her attendants would not be made to obtain these on behalf of the hospital. The hospital can send these documents through online / mobile application / e-mail / fax for obtaining in-principle approval followed by hard copy to be sent to concerned polyclinic/ authority. The treatment should not stop / delayed for want of such approvals/sanctions. The hospital should justify the procedure/treatment carried out in such cases. In case of operationalisation of digital process, as and when implemented, physical copies may not be required. However, decision of ECHS authority will be final.

ECHS Package Rate

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

(a) Registration Charges.

(b) Admission Charges.

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- (c) Accommodation charges including patient diet.
- (d) Operation charges.
- (e) Injection Charges.
- (f) Dressing Charges.
- (g) Doctor/Consultant visit charges.
- (h) ICU/ICCU charges
- (j) Monitoring Charges.
- (k) Transfusion and Blood processing charges.
- (l) Pre-Anesthetic Checkup and Anesthesia Charges.
- (m) Operation Theater Charges.
- (n) Procedural Charges/Surgeon's fee.
- (o) Cost of surgical disposables and all sundries used during hospitalization.
- (p) Cost of medicines and consumables.
- (q) Related routine and essential investigation.
- (r) Physiotherapy charges etc.
- (s) Nursing Care charges etc.

12. Package rate also includes two pre operative consultations and two post operative consultations.

13. Cost of implants/stents/grafts is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower. In case a beneficiary demands a specific Brand of Stent/Implant and gives his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable.

14. **Implants and Medicines.** The medical facility will enclose pouches/stickers/warranty certificate from supplier in case of implants/stents where to be paid in addition to package rate. No medicines will be charged more than MRP. MRP of medicines/ consumables will be checked/ compared with rates quoted in CIMS/MIMS/NPPA/standard online drug website by BPA and ECHS authorities. All Medicines/Equipment costing more than 5000/- (Rupees five thousand) per unit will be supported by certificate from the medical facility that these have been charged at the rate less than or equal to MRP. Discount on medicines and consumables should be provided, if approved by Govt.

15. During in-patient treatment of the ECHS beneficiary, the hospital will not ask the beneficiary or his/her attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement:-

- (a) Toiletries.
- (b) Sanitary Napkins.
- (c) Talcum Powder.
- (d) Mouth Fresheners'.


 (VS Srihari)
 Gp Capt.
 Director
 ECHS Regional Centre
 Bangalore


 Medical Superintendent
 BLDE (Deemed to be University)
 Bangalore

16. In case of conservative treatment/where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AIIMS rates, if there is no CGHS rate for a particular item.

17. The services would be extended on billing system to referred cases for agreed upon period. Charges would be levied for a particular procedure / package deal as prescribed by the CGHS as per rates approved by ECHS (**Annexure III attached**). **Under no circumstances will rates be exceeded. Where CGHS rates are not available AIIMS rates / (TATA MEMORIAL HOSPITAL rates for Oncology Cases) will be applicable.** If no rates are available then particular hospital rates will be applicable. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at <http://msotransparent.nic.in/cghsnew/index.asp>. The rate being charged will not be more than what is being charged for same procedure from other (non-ECHS) patients or Organizations'. The rates fixed by Govt. regulator will be binding.

18. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/faulty investigation procedure etc.

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

(a) Up to 12 days for Specialized (Super Specialties) treatment.

(b) Up to 07 days for other Major Surgeries.

(c) Up to 03 days for Laparoscopic surgeries/elective Angioplasty/normal deliveries and 01 day for day care/Minor (OPD) surgeries.

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

21. The empanelled health care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid ECHS Card with prior permission or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of specific brand chosen by CGHS beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospitals.

22. If any empanelled health care Organization charges from ECHS beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc, which are purchased from external sources, based on specific authorization of treating doctor/staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

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

24. **Monitoring of Treatment.** ECHS has the right to monitor by all possible means the treatment provided in (the Private Hospitals, exclusive eye hospitals/centres, exclusive dental clinics/labs, Diagnostic Laboratories/ Imaging centres, etc) a medical facility.

25. **No Purchase of Medicines by ECHS Beneficiaries.** During treatment/ investigation/ procedures of the ECHS beneficiaries, the empanelled medical facility shall not ask the members to purchase separately the medicines, blood & blood products from outside but bear the cost on its own, as the scheme being capless and cashless for the ECHS beneficiary and package deal rate fixed includes the cost of drugs, surgical instruments and other medicines etc as given in the SOP for online billing and amendments issued from time to time.

(S Srihari)
Gp Capt
Director
ECHS Regional Centre
Bangalore

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

26. **Second Procedure – Minor Procedure.** If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for the other procedures would be added to the package charges of the first major procedure. In case procedure is carried of in/on paired limb/organ, full payment for both will be made.

27. The revised rates and policies governing the CGHS rates being notified by Govt of India, Ministry Health and Family Welfare and Ministry of defence from time to time will be incorporated by default.



(YS Srihari)
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Bangalore



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Appendix 'B'

(Refers to paragraph 17 of
Memorandum of Agreement)

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

1. The provisions regarding actions to be taken against private empanelled medical facilities in case of unsatisfactory performance / unethical practices/ medical negligence / violations of provisions of MoA are contained in the following orders of MoD :-

- (a) Para 7 and para 13 of MoD letter No 22B (04)/2010/US (WE)/D (Res) dated 18.02.2011.
- (b) MoD letter No 22D (04)/2011/US/(WE)/D (Res) dated 22.07.2011.

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

3. Cases of violation of conditions of MOA are categorized as Level I, Level II and Level III as under. It is clarified that the list is illustrative and not exhaustive.

- (a) **Level I** - Violations would include committing the following actions on the first occasion :-
 - (i) Refusal of service.
 - (ii) Discrimination against ECHS beneficiaries vis-à-vis others.
 - (iii) Refusal of treatment on credit to eligible beneficiaries and charging directly from them.
 - (iv) Non authentication of ECHS beneficiaries through system as laid down by ECHS from time to time.
- (b) **Level II** - Violations would include the following offences :-
 - (i) Reduction in staff/ infrastructural/ equipment after empanelment with ECHS.
 - (ii) Undertaking unnecessary procedures.
 - (iii) Prescribing unnecessary drugs/tests.
 - (iv) Overbilling.
 - (v) Non submission of the report, habitual late submission or submission or submission of incorrect data in the report.
 - (vi) Repetition of Level I violations despite issue of warning to the HCO by CO ECHS.
- (c) **Level III** - Violations would include repetition of Level I and Level II violations despite imposition of financial penalties and the following offences :-
 - (i) Not providing access to the financial and medical records to ECHS authorized persons during visit to the hospital / medical facility.
 - (ii) Criminal offences by staff of the hospital against any beneficiary or dependent, like rape, molestation etc.

Procedure for handling complaints.

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

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6. If the complaint is found to be prima facie true but it is felt that the complaint is not conclusively proven on the basis of documents/statements and further detailed enquiry is required, then MD, ECHS shall order a detailed inquiry by an Officer of the RC other than the Officer who conducted the preliminary inquiry. If required MD, ECHS may constitute, / request appropriate authority to constitute a Board of Officer for this purpose which shall not include the Officer who conducted the preliminary inquiry. The inquiry Officer/Board shall issue detailed Show Cause Notice should clearly spell out the allegations and the conclusions of the preliminary inquiry together with the grounds on which such conclusions were reached. The inquiry Officer/Board shall make such inquiry as it deems fit. The Board shall also take statements of all the parties concerned. Finally the inquiry Officer/Board shall submit its findings along with all the documents, show cause notice, reply to show cause notice, statements made by the parties etc to Director Regional Centre. On receipt of this report, the Director, Regional Centre concerned shall submit the inquiry report along with his views/recommendations with detailed reasons to MD, ECHS.


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

8. MD, ECHS shall take the following course of action depending on the gravity of the lapse as indicated in para 4 above.

- (i) In case of violations of level I nature, Director Regional Centre will issue a warning to the empanelled medical facility. Repetition of Level I violations will be treated as Level II violations.
- (ii) If the violation is considered Level II in nature and proven in the enquiry with documentary evidences and/or statements, MD ECHS shall impose suitable financial penalty from the amount of PBG and / or impose 'Stop Referral' upto three months upon the medical facility concerned and submit the complete details of the case within seven working days to MoD/DoESW for information. However, the total amount of PBG shall be maintained by the hospital being a revolving guarantee.
- (iii) If the lapse is of Level III nature, and proven in the enquiry with documentary evidences and /or statements, MD ECHS shall issue an order for forfeiture of total amount of PBG and / or issue an order of stop referral for a period of three months against the medical facility concerned and submit the complete details of the case within seven working days to MoD/ DoESW for information.
- (iv) Where, as per provision of para 11 of this letter, the case is fit for dis-empanelment, and the case is proven in an enquiry, the order for "Stop Referral" shall be issued by MD, ECHS "until further orders". In this case complete details of the case shall be submitted by MD, ECHS to MoD/ DoESW indicating the reasons and justification for issue of stop referral within 7 working days and proposal for disempanelment will be submitted to MoD/ DoESW within 30 working days.
- (v) For overbilling and unnecessary procedure, the extra amount so charged shall also be deducted from the pending/future bills of the medical facility.
- (vi) For offence listed in Para 4 (c) (ii) i.e. criminal offences by staff of a medical facility against any ECHS beneficiary, where FIR has been lodged by the concerned ECHS beneficiary, MD ECHS shall issue stop referral orders against that medical facility which shall remain in force till final outcome of the police investigations. Based on the final outcome of the police investigations, the case shall be processed further by MD, ECHS for either revocation of the stop referral or for dis-empanelment.

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


(V. Srinivas)
GP
Director
ECHS Regional Centre
Bangalore


Medical Superintendent
BLDE (Deemed to be University)
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Appeal Against Imposition of financial penalties and Stop Referral

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

Dis-empanelment

11. In the following cases MD ECHS shall send to MoD/DoESW a detailed proposal for dis-empanelment of medical facility within 30 working days of issue of Stop Referral orders against empanelled medical facility.

- (a) Where the medical facility has committed fraudulent activities.
- (b) Where, there is proven case of major/serious negligence in treatment leading to loss of life / limb or grave damage to the health of the ECHS patients.
- (c) Where there is repetition of violations of the provisions of MOA despite issue of written warnings to the management of the medical facility and subsequent imposition of financial penalties.
- (d) If a medical facility is, at any point of time, found unfit for empanelment with ECHS by NABH/NABL/QCI.

12. Once dis-empanelled, the medical facility shall be debarred from fresh empanelment for a period of 5 years from the date of order of disempanelment. However if there is 100% change of ownership of the medical facility, the 5 year moratorium shall not be applicable to it and will be eligible to apply for fresh empanelment immediate after change of ownership. The moratorium shall remain in force even if there is part (less than 100%) change in ownership.

Revocation of Stop Referral.

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

Extension of MOA

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

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Gp Capt
Director
ECHS Regional Centre
BLDE (Deemed to be Govt)
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If, the medical facility does not respond to the notice of Director, Regional Centre, even 60 days after expiry of the MOA, MD ECHS will recommend disempanelment of the medical facility to MoD/DoESW.

15. As per the provision of MoD letter 22D(04)/2011/US (WE)/D (Res) dated 22 Jul 2011, MOA / contract of empanelled hospitals can be suspended / terminated only with the approval of MoD/DoESW. Hence, issue of notice for termination of MOAs to empanelled medical facilities by giving 30 days notice and subsequent action of termination of the MOA of any empanelled hospital can be done by MD ECHS only after obtaining prior approval of MoD/DoESW.

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



(VS Srihari)
Gp Capt
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Hounti
Medical Superintendent
BLDE (Deemed to be University)
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**AGREEMENT FOR AUTHENTICATION OF BENEFICIARIES
AND ONLINE BILL PROCESSING**

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

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

(a) NMI raised by Verifier – 90 days.

(b) NMI raised by BPA – 60 days.

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

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6. **Review Request by Hospitals.** The hospital must also monitor the claims that have been authorized for payment by the BPA Validator and submit their justifications on the observations/deductions during the "Review Request by Hospitals Window" so as to avoid any requirement of arbitration at a later stage or agree to the amount recommended for approval by the BPA/JD (HS). Absence of any remarks or justification will be automatically considered as hospital has no points to offer for the deductions made by the BPA/ JD (HS). This review request window is available to the hospitals for **96 hours** once JD (HS) has authorized the claim approval by CFA and is excluded from the TAT for processing of claims.

7. **Medical Reports Format.** The hospital shall submit all the medical reports in digital form as well as in physical form or as instructed by CO ECHS from time to time.

8. **Time Action Taken (TAT) – Counting of Days.** The hospital agrees that the actual processing shall start when physical copies of the bills submitted by the hospitals to the concerned Regional Centre, ECHS and are verified by BPA verifiers on behalf of ECHS and counting of days shall start from such date for the purpose of deduction of discount payable by hospitals to ECHS. In case of query raised on the bills the TAT for the purpose of Discount shall start from the date of reply to last query. In case of digital billing when implemented, it will start from the date when digitally signed computed documents are submitted. TAT will exclude the days earmarked for arbitration.

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

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

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


11. **Personnel for Processing of Claims.** Hospitals must have minimum two persons dedicated for uploading, monitoring and processing of claims. Hospitals should ensure that in case of change in this claim processing staff, the new staff is trained at Regional Centre for smooth, efficient and early settlement of claims. The claimed amount will be limited to CGHS approved rates.

12. **Hardware & Manpower Required for Processing of Claims.** The hospital will have the following hardware & Manpower for uploading and processing of claims (Though it may not be exclusive to ECHS) :-

- Authentication system to be obtained from Smart Card Making Agency contracted by ECHS.
- Authentication software – to integrate with Smart Card.
- Desktop PCs for uploading of claims:-

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


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 Director
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 Hospital & R.C. VIJAYAPURA-586103

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

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

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

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

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

13. **BPA Fee.**

(a) **Medical Facility Claims.** The processing fee as on date is 2% of the claimed amount and service tax thereon subject to a minimum of Rs 12.50 and a maximum of Rs 750/- which shall be recovered from the amount due to the empanelled facility. The same shall be reviewed from time to time on the Govt orders and shall be recovered from medical facility as per applicable rates.

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

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

15. **Updation of Policies.** The Hospital must keep itself updated about the policies promulgated for treatment of ECHS beneficiaries and reimbursement of claims including the rates as issued or updated from time to time. Ignorance of policies may affect the claimed amount. The latest policies will be updated on ECHS website – <http://www.echs.gov.in>. The empanelled facility should maintain copy of all such documents.


16. **No Direct Interaction with BPA.** The Hospital should not interact directly with the BPA, however, will forward all his issues / queries to the Regional Centre, which shall be bound to resolve such issues either itself or by forwarding it to concerned authorities including BPA.

17. **FIFO.** The claims would strictly be processed on **First – in – First – out (FIFO)** basis and this rule would not be defined by the Regional Centre and neither the Hospital should try to exert any kind of influence to bypass this rule. Central Org ECHS can modify the same in the interest of the organization.

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

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


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ANNEXURE- II
(Refer to Para 1 of MOA)

EMPANELMENT OF HOSPITALS AND NURSING HOME FOR ECHS

SERVICES APPROVED BY

Authority: MOD/GOI letter No. 24(8)/03/US(WE)/D(Res) dated 29 Oct 2004 and C Org ECHS letter No B/49771/AG/ECHS/Gen dt 14 Nov 18.

SI No.	Name of Hospital/Diagnostic Centre/Dental Clinic	Services proposed for recognition
1	BLDEU Shri BM Patil Medical College, Hospital & Research Centre Vijayapura, <u>NON NABH</u>	<u>General Services:</u> General Medicine, ENT, Orthopaedics, General Surgery, Ophthalmology, Anaesthesia, Obstetrics & Gynecology, Pediatrics, Dermatology, Pathology, Radio Diagnosis and Emergency. <u>Specialised Services:</u> Genito Urinary Surgery.

(Signature of Authorised Signatory of Hospital)

(Signature of Director, Regional Centre ECHS)

(VS Srihari)
Gp Capt
Director
ECHS Regional Centre
Bangalore

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
and R.C. VIJAYAPURA

Appendix D

(Refers to Paragraph 29 of
Memorandum of Agreement)

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

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

SCALE OF RATING

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

Note: - Specific Comments (if any)

FINAL RATING (Please Tick)

Rating	
Poor	
Average	
Good	
Excellent	

Signature of ECHS beneficiaries/NOK _____

Mobile/Tele No/Email _____

(VS Srihari)
Gp Capt
Director
ECHS Regional Centre
Bangalore

P. Srinivas
Medical Superintendent
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CERTIFICATE FOR ACCEPTANCE OF RATES

1. It is BLDEU Shri BM Patil Medical College, Hospital & Research Centre ,(Run by BLDE Deemed to be University) Vijayapura, Karnataka (Name of institution/hospital) shall abide by ECHS rates promulgated from time to time and in no case shall the rates charged be in excess of those normally charged to Non- ECHS members.
2. It is further certified that on approval for empanelment the hospital shall negotiate and accept rates lower or equal to prevailing ECHS rates.



Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C., VIJAYAPUR-585103.
Head of Institution/Authorised Signatory


Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C., VIJAYAPUR-585103.

CERTIFICATE OF UNDERTAKING

1. It is certified that the particulars regarding physical facilities and experience/expertise of specialty are correct.
2. That Hospital shall not charge higher than the ECHS notified rates or the rates charged from non-ECHS patients.
3. That the rates have been provided against a facility/procedure actually available at the institution.
4. That if any information is found to be untrue, Hospital be liable for de-recognition by ECHS. The institution will be liable to pay compensation for any financial loss caused to ECHS or physical and or mental injuries caused to its beneficiaries.
5. That the Hospital has the capability to submit bills and medical records in digital format.
6. That Hospital will allow a discount of 2% on payment that are made within ten days from the date of submission of the bill to ECHS.
7. The Hospital will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence.
8. That the centre has not been derecognized by CGHS or any state Government or other Organization, after being empanelled.
9. That no investigation by Central Government/State Government or any Statuary Investigating agency is pending or contemplated against the hospital.

Signature
Head of Institution/Authorized Signatory


Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.



BLDE (DEEMED TO BE UNIVERSITY)

[Declared as Deemed to be University u/s of UGC Act, 1956 vide Government of India notification No. F.9-37/2007-U.3(A)]
The Constituent College

SHRI B. M. PATIL MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE

Ref. NO :- 22 / 2019 - 20

Date: - 11/9/2019.

To,

The Secretary,
Arogya Bhagya Yojane,
4th floor, O/o DG & IGP Karnataka
Police Head Quarters,
2, Nrupathunga Road,
BENGALURU - 560 001.

Sub: - Submission of Memorandum of Understanding (MOU)
Ref. No & Dated: ABY/79/2019-20 DATE: 11-06-2019

-0-0-

Sir,

With reference to the subject cited above, I am submitting herewith
Memorandum of Understanding (MOU) of AROGYA BHAGYA YOJANE
Scheme as desired by you.

Please acknowledge the receipt of the same.

Yours Sincerely,


MEDICAL SUPERINTENDENT

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

Smt. Bangaramma Sajjan Campus, Sholapur Road, Vijayapura - 586103, Karnataka, India.

University: Phone: +91 8352-262770, Fax: +91 8352-264936,262068 Website: www.bldeuniversity.ac.in, E-mail: bmpmc.principal@bldeuniversity.ac.in
Hospital : Phone: +91 8352-262770, Email : bmpmh.ms@bldeuniversity.ac.in

Received Copy
On 11/9/19



सत्यमेव जयते

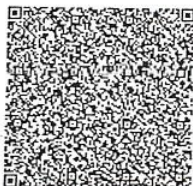
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Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA87388870613518R
Certificate Issued Date	:	04-Sep-2019 03:54 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BIJAPUR16/ KA-BJ
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0897988676331230R
Purchased by	:	KARNATAKA POLICE HELTH WELFARE TRUST BANGALORE
Description of Document	:	Article 12 Bond
Description	:	BOND
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KARNATAKA POLICE HELTH WELFARE TRUST BANGALORE
Second Party	:	B L D E DEEMED TO BE UNIVERSITY SHRI B M PATIL MED
Stamp Duty Paid By	:	KARNATAKA POLICE HELTH WELFARE TRUST BANGALORE
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Authorised Signatory
Siddhasiri Souharda
Sahakari Ltd, VIJAYAPUR



Please write or type below this line

This agreement entered into _____ (Date)

BETWEEN

KARNATAKA POLICE HEALTH WELFARE TRUST with its registered office at DG & IGP'S office 04th floor, Police Head Quarters, Nrupatunga Road, Bangalore- 01 and represented by, Additional Director General of Police G & HR, Police Housing & Welfare & Secretary of KARNATAKA POLICE HEALTH WELFARE TRUST, herein after referred to as "KPHWT" which expression shall unless repugnant to the context mean and include its successors and assignees of the FIRST PART.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

AND

Basket Option Pvt Ltd. , a company incorporated under the Companies Act, 1956 and having its registered Offices at No.729, 10th main, Opp.MES School, 04th block, Jayanagar, Bangalore-560 011, represented herein by its Group CEO & Venture catalyst, Shri Abdul G Sait and herein after referred to as "BOPL" which expression shall unless repugnant to the context mean and include its successors and assignees of the SECOND PART.

BLDE (Deemed to be University) Shri.B.M. Patil Medical College Hospital and Research Centre, registered under the Companies Act of 1956, having its registered office at 'The Annexe', Smt. Bangaramma Sajjan Campus, Ashram road, VIJAYAPUR 586103 and represented by its authorized signatory MEDICAL SUPERINTENDENT nit Head] (hereinafter referred to as "PROVIDER") (The expression _____ shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns) Third Party

Where as the " Karnataka Police Department" with an intention to provide medical facilities to the employees and their family members created a scheme called " AROGYA BHAGYA YOJANE" UNDER THE AEGIS OF " KARNATAKA POLICE HEALTH WELFARE TRUST" (here in after ABY/KPHW Trust).

Whereas the Second party, is engaged in the business of administering health care schemes and has been engaged by the first party to administer the Self Funded Scheme (here in after ABY Scheme)

Whereas the Third party is engaged in the business of providing outpatient and inpatient/ hospitalization services to the community.

Now, it is hereby agreed between the parties hitherto.

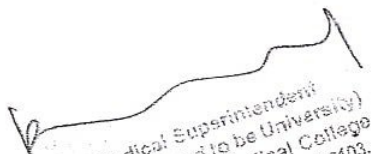
- Deempanelled.*
1. That this agreement shall be in force from the date of agreement until[†] The agreement may be renewed at the option of the parties on mutually agreed terms and conditions after the above mentioned date.
 2. That the "BOPL, will provide administrative, consultative and monitoring services to the ABY/KPHW Trust as administrator for extending medical treatment facilities as agreed to by both parties vide their agreement datedin the accredited provider hospitals by the ABY/KPHW Trust. "BOPL" will carry out continuous evaluation of the provider hospitals in terms of medical facilities as well as treating medical personnel etc. for treatment of ailments/ medical conditions covered under the existing provisions of ABY Scheme or as

2

[Signature]
Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

modified from time to time. The Provider Hospital shall provide all facilities, information, material etc. Required for such evaluation as and when requested by "BOPL.

3. That the ABY/KPHW Trust will prescribe and provide an exhaustive list of ailments/medical conditions covered under the ABY scheme from time to time to BOPL, who in turn will intimate the same to the provider hospital as per prescribed procedure by ABY scheme. The provider Hospital shall extend medical treatment/ facility to the members of the scheme for the listed ailments/ medical conditions only unless otherwise authorized by the Chairman/ Secretary of ABY/KPHW Trust through a written communication. The ABY/KPHW Trust or BOPL will not be under any obligation whatsoever for meeting the cost of medical treatment / facilities extended by the provider hospital outside the purview of the scheme. In case of any doubt or ambiguity as regards coverage of particular ailment/ medical condition, the decision of the ABY/KPHW Trust shall be final. However, this shall not preclude in any manner the responsibility of the provider hospital in extending medical treatment facilities under any law or orders issued by Central/ State Governments, Indian Medical Council or any other Local Bodies.
4. That the ABY/KPHW Trust shall advise the members of the scheme (through respective Unit Officers), its salient features, the extent of coverage and scope of the scheme as well as procedures and terms for availing benefits under the provisions of this ABY scheme.
5. That the Unit Officers shall refer the members for treatment of ailments/ medical conditions covered under the ABY Scheme in the prescribed pro forma to the provider Hospitals. The provider hospital shall be under obligation to admit such members for inpatient treatment or extend outpatient treatment as the case may be on production of authorization letter along with the identity card. However the provider hospital shall extend facilities under the provisions of the scheme without an authorization letter in cases of emergency medical conditions/ ailments, accidents etc. where immediate medical treatment needs to be given. The member availing such treatment or Unit Officer concerned shall produce an authorization letter in such cases within 48 hours of admission.
6. That the ABY/KPHW Trust will make the payments as per the tariff prescribed under Karnataka Medical Attendance Rules (KMA) as and when amended by GoK. The ABY Trust shall be free to negotiate and fix specially reduced tariff with the provider hospital for treatment of all the ailments/medical conditions or certain specific ailments /medical conditions.
7. That the ABY/KPHW Trust may prescribe maximum limit payable towards treatment under the provision of the scheme for certain ailments/ medical conditions, which would be communicated to BOPL, who in turn will intimate the provider hospital. The ABY/KPHW Trust and BOPL shall not be responsible for payment of any expenditure beyond such prescribed maximum limits. However, this shall not preclude the provider hospital from discharging its responsibilities for extending the medical treatment under any law or orders issued by Central/ State Governments, any Indian Medical Council or any Local Body.

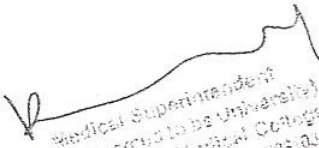

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VILAYAPURA 586103.

8. That the BOPL shall provide tie-up with the hospitals. The accredited provider hospital to the ABY Scheme for ensuring speedy and timely medical facilities to the members of ABY Scheme as per its provisions. BOPL will discharge its responsibilities as agreed to as per its agreement with ABY /KPHW Trust dated.....The BOPL's responsibility shall include ensuring prompt admission of member on priority basis by the provider hospital, ensuring standard and quality of medical services, periodic inspection of the provider hospital for ensuring quality standards, review of the medical treatment being given to the members etc.
9. That the provider hospital shall extend all the facilities, provide information medical data for the members admitted, assistance etc..to BOPL for carrying out its duties under the present agreement ABY/KPHW Trust.
10. That the provider hospital agrees to admit the members referred to it for treatment of ailments/ medical conditions under the ABY Scheme on priority basis by extending facilities like spot admission, preferential allotment of beds, or any other facilities needed for treating the ailments/ medical condition of the member.
11. That the provider hospital shall ensure that the best timely medical treatment / facilities is/ are extended to member(s) and provide best of services to them as per the provisions of ABY Scheme. The provider hospital agrees to adhere to the best standard and quality of medicare throughout the treatment of the member.
12. That the provider hospital agrees and it shall ensure that members are not kept under hospitalization beyond the required period and are not administered unnecessary test, diagnosis and medication. It is understood by the provider hospital that the ABY Scheme and BOPL shall not be responsible for reimbursement of medical expenses for avoidable hospitalization beyond the required period, unnecessary test, diagnosis and medication.
13. That the provider hospital agrees to extend full co-operation to the staff/officers of the ABY Scheme and BOPL for monitoring, reviewing the treatment being provided to the members.
14. That the provider hospital agrees not to take any advance deposit from members of the scheme and any other incidental charges like Admission/ Registration fees, Documentation Fees, Processing Fees/charges , MRD Fees, miscellaneous charges, attender charges for the treatment.
15. That the provider hospital agrees to provide 1 sets of bills, essentiality certificate, emergency certificate duly signed by the treating Doctor and counter signed by the Medical Superintendent/ RMO to M/s.BOPL along with complete discharge certificate within 30 days. Any bills or related papers lacking details will be returned to the hospital by BOPL and the provider hospital shall resubmit them in complete shape along with any information called for by BOPL or ABY Scheme within 15 days from return of the bills. The BOPL and ABY Scheme will not be responsible for payment on the bills received after the time period stipulated above. The bills, discharge summary, essentiality certificate etc. lacking in detail will be treated as not received. BOPL and ABY may direct the hospital to provide the bills,

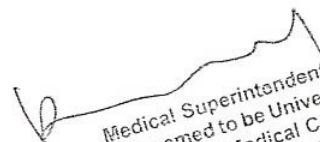

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VJAYAPURA-586103.

discharge summaries, essentiality certificate as per new procedure imposed by the government for the purpose of claiming medical reimbursement from time to time.

16. That the ABY/KPHW Trust agrees to settle the payable claims submitted by the provider hospitals, as per condition stipulated in this agreement, within 60 days from the date of receipt of the bills in complete shape as required under this agreement from the provider hospital. The provider hospital shall send a copy of the forwarding letter submitting the bills to ABY/KPHW Trust.
17. The provider agrees make available within their premises, the necessary hardware (like computer system with modem) which can be used for communicating electronically with ABY/KPHW Trust and BOPL. This will primarily be used for member enrolment, eligibility, Admission and discharge, claim submission etc electronically.
18. That the provider hospital must provide adequate professional indemnity insurance cover at its own cost for its treating doctors as well as other attending medical/ para-medical workers. ABY/KPHW Trust and BOPL will not be responsible for any insurance claim or otherwise arising out of any treatment administered by the provider hospital.
19. **TERMINATION:** ABY/KPHW Trust shall be entitled to terminate the agreement with on breach of any of the terms contained herein by the provider hospital , , giving one month written notice of such termination.
20. **Consequence of Termination:**
 - a) Upon termination of the contract by a notice BOPL shall be responsible to fulfill its obligations with regard to facilitating the processing and settlement of claims with respect to the bills submitted until the date of receipt letter of termination of this agreement from/by the Member Organisation.
 - b) The provider hospital shall take care of the members admitted till termination of the agreement and render full treatment as per the scheme till they are discharged even after termination of the contract.
21. **Arbitration:** In the event of any question, dispute of difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of the Secretary, Health, Medical & Family Welfare Department, Government of Karnataka or some other person appointed by him. It will be no objection that the Arbitrator is a Government Servant that he had to deal with the matter to which the contract relates or that in the course of his duties as a Government servant has expressed views on all or any of the matters in disputes or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.
 - a) If the Arbitrator be the Secretary, Health, Medical & Family Welfare Department, Government of Karnataka.


Medical Superintendent
B.M.S. (Medical College University)
Govt. B. M. S. Medical College,
Mysore-570 002, Karnataka-570 002

- i) In the event of his being transferred or vacating this office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with reference himself or to appointment another person as Arbitrator: or
- ii) In the event of his being unable to act becoming incapable of acting for any reason, it shall be lawful for him to appoint another person as Arbitrator: or
- b) If the Arbitrator be a person appointed by the Secretary, Health, Medical & Family Welfare Department, in the event of his dying neglecting or refusing to act or being transferred or vacating the office by resignation or otherwise or being unable or become incapable to act, for any reason or his award being set aside by the court for any reason or his award being set aside by the court for any reason it shall be lawful for the Secretary, Health, Medical & Family Welfare Department, Government of Karnataka either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator. In every such case, it shall be lawful for the Secretary Health, Medical & Family Welfare Department in place of the outgoing Arbitrators, as the case may be, to act on the record of the proceedings as then taken in the arbitration, or to commence the proceedings denovo as he may in his discretion decide.
- c) In terms of this contract that no person other than the Secretary, Health Medical & Family Welfare Department or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- d) The Arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.
- e) Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- f) Subject as aforesaid, the Arbitration and Conciliation Act, 1996 (or as amended) and the rules there under, any statutory modifications thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- g) The venue of the arbitration shall be the place where the contract is concluded or such other place as the Secretary at his discretion may determine.
22. Force majeure :If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, financial emergency, or acts of God(herein after referred to as 'events') provided notice of the happenings of any such event is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim or damages or any relief against the other in respect of such non performance and deliveries under the contract shall be resumed as soon as


Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 90 days, all parties shall consult each other regarding the termination of the contract on agreed terms or otherwise device further course of action. Each party shall bear its costs & losses arising out or on account of such force majeure.

23. **Assignment:** This agreement shall ensure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns, but it shall not be assigned in whole or in part by either party without the prior written consent of the other except, that either party's interests shall be assignable through merger, consolidation or reorganization or sale or transfer of substantially all its assets.
24. **Non-waiver:** No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by any party claimed to have waived or consented. No consent by any party to or waiver of, a breach by the other, whether express or implied shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.
25. **Notice:** Any notice, request, demand, approval, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered mail or ordinary mail, postage prepaid, or by telegram, telex addressed to the party for which it is intended at its address as follows:

Member Organization : The ADGP(G& HR) & Secretary, Arogya Bhagya Yojane, KARNATAKA POLICE HEALTH WELFARE TRUST, Office of DG & IGP, # 2, Nrupatunga Road, Bangalore-560 001

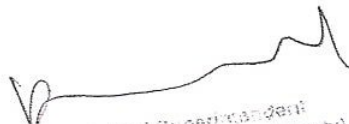
Administrator: The Administrator- Arogya Bhagya Yojane,

M/s.BOPL, No.729, 10th main, Opp.MES School, 04th Block, Jayanagar, Bangalore- 560 011

Provider: BLDE (Deemed to be University) Shri.B.M. Patil Medical College Hospital and Research Centre, Smt. Bangaramma Sajjan Campus, Ashram road, VIJAYAPUR -586103

Each party acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties.

In witness whereof, the parties hereto have put their signatures on the date, month and year mentioned above in presence of the following witness.


Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA 586103

For and on behalf of ABY


Secretary
KARNATAKA POLICE HEALTH
WELFARE TRUST

for and on behalf of

Basket Option Pvt Ltd

for and on behalf

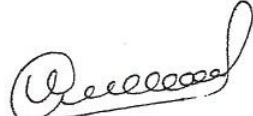
Dr. Vijaykumar T.K.


Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

Witness:


1.

1.

1. 
Assistant Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

2.

2.


2. Asst. Hospital Administrator
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA



BLDE (DEEMED TO BE UNIVERSITY)

[Declared as Deemed to be University u/s 3 of UGC Act, 1956 vide Government of India notification No. F.9-37/2007-U.3(A)]
The Constituent College

SHRI B. M. PATIL MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE

Ref - 32/20-21

Date - 12/11/2020

To,
The Director,
ESI Medical Services,
S. Nijalingappa Road,
Rajajinagar, 2nd Block,
Bangalore - 560010

Sub: Regarding Renewal of MOU.

Respected Sir/Madam,

In Continuation of ESI scheme with your organization we would like to bring it to your notice that our hospital agreement will expire on 30-11-2020, so kindly consider request and do the needful.

Thanking you,

Smt. Bangaramma
MEDICAL SUPERINTENDENT

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C., VIJAYAPUR-586103.

Encl:

1. Previous MOU agreement photo copy.
2. New MOU agreement copy.

Smt. Bangaramma Sajjan Campus, Sholapur Road, Vijayapura - 586103, Karnataka, India.

University: Phone: +91 8352-262770, Fax: +91 8352-264936,262068 Website: www.bldeuniversity.ac.in, E-mail: bmpmc.principal@bldeuniversity.ac.in
Hospital : Phone: +91 8352-262770, Email : bmpmh.ms@bldeuniversity.ac.in



सत्यमेव जयते

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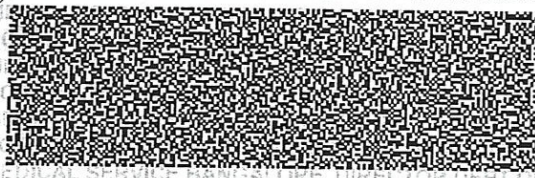
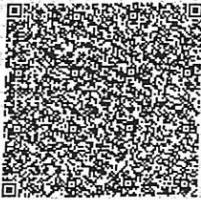
Government of Karnataka

Rs. 200

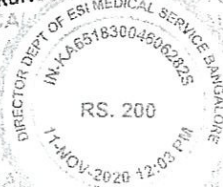
e-Stamp

Certificate No. : IN-KA65183004606282S
 Certificate Issued Date : 11-Nov-2020 12:03 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ BIJAPUR/ KA-BJ
 Unique Doc. Reference : SUBIN-KAKAKSFCL0822739848518835S
 Purchased by : DIRECTOR DEPT OF ESI MEDICAL SERVICE BANGALORE
 Description of Document : Article 12 Bond
 Description : BOND
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : DIRECTOR DEPT OF ESI MEDICAL SERVICE BANGALORE
 Second Party : MEDICAL SUPERINTENDENT BLDE HOSPITAL VIJAYAPUR
 Stamp Duty Paid By : DIRECTOR DEPT OF ESI MEDICAL SERVICE BANGALORE
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

सत्यमेव जयते



Authorised Signatory
 For Siddhasiri Souharda
 Sahakari Ltd. Branch, Vijayapura



Please write or type below this line

AGREEMENT is made between the
 DIRECTOR,
 DEPARTMENT OF EMPLOYEES STATE INSURANCE SCHEME MEDICAL
 SERVICE, RAJAJINAGAR, BANGALORE-560 010.

(Popularly known as E.S.I.S.M Service)
 Government of Karnataka (First Party)

And

MEDICAL SUPERINTENDENT

BLDE (Deemed to be University) Shri B M Patil Medical College Hospital & Research
 Centre, Vijayapura

-1-

Signature

Medical Superintendent
 BLDE (Deemed to be University)
 of Shri B. M. Patil Medical College
 Hospital & R.C., VIJAYAPUR-586103..

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Shri B. M. Patil Medical College Hospital & R.C., VIJAYAPUR-586103.. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA

Hitherto called (Second Party)

1. DEFINITIONS & INTERPRETATIONS

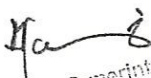
The following terms and expressions shall have the following meanings for purposes of this Agreement:

- a. "Agreement" shall mean this Agreement and all Schedules supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- b. "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per ESI medical manual rules on the subject.
- c. "Card" shall mean the valid e-Pehchan Card, issued by ESI Corporation.
- d. "Diagnostic Centre" shall mean, which performs lab investigations.
- e. "ESI Beneficiary" shall mean the Insured persons and their families who are covered under ESI and having a valid e-Pehchan Card.
- f. "Entitlement" shall mean the eligibility for medical benefit during the treatment period.
- g. "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray , CT Scan, MRI, USG, etc.,
- h. "Insured Person" shall mean a person who is or was an employee in respect of whom contributions are or were payable under ESI Act & who is by reason thereof, entitled to any of the benefits provided by this Act.
- i. "Emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- j. "Empanelment" shall mean the hospitals, authorized by ESI for treatment / investigation purposes for a particular period.
- k. "Hospital" shall mean the 'Second Party' while performing under this Agreement providing medical investigations & treatment to ESI Insured Patients and their families.
- l. "De-empanelment of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the ESI beneficiaries after following certain procedure of enquiry.

[Handwritten signature and stamp]
Medical Superintendent
ESI Hospital
[Stamp: Director, Medical Dept
ESI Corporation]

- m. "Party" shall mean either the ESIS(M) Service or the Tie-up Hospital and "Parties" shall mean both the ESIS(M) Service and the Tie-up Hospital.
- n. Empanelment of hospital done to obtain expert advice and Allopathy treatment to the Insured Persons and their family members covered under E.S.I.S Medical Service, Government of Karnataka & ESIC, Subject to the terms and conditions mentioned below.
- o. **THE TERMS AND CONDITIONS FOR THE REFERRAL OF PATIENTS AND CLAIMING THE AMOUNT BETWEEN THE FIRST AND SECOND PARTY.**
1. It is accepted to treat in **MEDICAL SUPERINTENDENT, BLDE (Deemed to be University) Shri B M Patil Medical College Hospital & Research Centre, Vijayapura**, as a referral hospital to provide **Secondary Care Treatment**, expert medical advice including Registration, Investigations, General ward Bed Charges, etc., to the Insured Persons and their families covered under ESIS (Medical) Service in view of better facilities, convenience and sophisticated equipments in the said hospital. In pursuance of this decision, further discussions were held between the officers of E.S.I.S Medical Services, Government of Karnataka and **MEDICAL SUPERINTENDENT, BLDE (Deemed to be University) Shri B M Patil Medical College Hospital & Research Centre, Vijayapura**, and it is hereby mutually agreed to as follows.
 2. The Insured Persons and their families referred to **MEDICAL SUPERINTENDENT, BLDE (Deemed to be University) Shri B M Patil Medical College Hospital & Research Centre, Vijayapura**, are eligible for being admitted only to **GENERAL WARDS**, as endorsed by the referring authority authorized by **The Director of E.S.I.S Medical Service**
 3. The agreement shall remain in force for a period of **TWO year** from the date 01-12-2020 to 30-11-2022
 4. "**CGHS-2014 Package Rate**" shall mean all inclusive - including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a ESI beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) - (i) Registration charges, (ii) Admission charges, (iii) Accommodation charges including patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor / consultant visit charges, (viii) ICU / ICCU charges, (ix) Monitoring charges, (x) Transfusion charges and Blood processing charges (xi) Pre Anaesthetic & Anaesthetic check-up and Anaesthesia charges, (xii) Operation theatre charges, (xiii) Procedural charges / surgeon's fee, (xiv) Cost of surgical disposables and all sundries used during hospitalization, (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges (xviii) Nursing care charges etc. Package rates also include two pre-operative consultations.

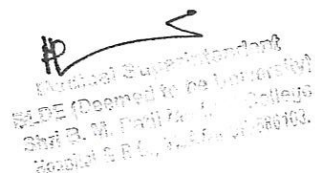
Cost of Implants / stents / grafts with a deduction of 15% on MRP are reimbursable in addition to package rates, for the procedure as per CGHS ceiling rates or as per actual, whichever is lower & they have to provide Sticker, Pouch & Invoice from the distributor.


Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C., VIJAYAPUR-560103.

5. Empanelled hospital have to display board of acceptance of ESI beneficiaries to provide cashless treatment to ESI beneficiaries. Package rates envisage up to a maximum duration of indoor treatment as follows:
 - Upto 7 days for other Major Surgeries.
 - Upto 3 days for Laparoscopic surgeries /Normal deliveries and
 - 1 day for day care / Minor (OPD) surgeries.
6. However, if additional stay beyond the period covered in Package Rate, is required for recovery, in exceptional cases, supported by relevant medical records & certified as such by referring Hospital/Dispensaries, the additional reimbursement shall be allowed for accommodation charges, investigation charges,(at approved rates), Doctors visit Charges (Not more than 02 visits per day)and cost of the medicines with a deduction of 10% of the MRP.
7. No additional charge on account of extended period of stay shall be allowed, if that extension is due to infection or the consequences of surgical procedure / faulty investigation prceedure etc.
8. The Hospital shall investigate / treat the ESI beneficiaries only for the condition for which they are referred with due authorization letter.
9. In case of conservative management 10% discount will be done on the MRP of the medicines used & they have to provide credit bills. The hard copy of **hospital rate list** should be submitted in **alphabetical order(Two sets to concerned Bill Settling Authorities & One set to the ESI Directorate)** at the time of entering tie-up agreement & up-load the same in the UTI portal in your login.
10. In cases of conservative treatment where there is **no CGHS package rate**, calculation of admissible amount would be done item wise as per CGHS-2014 rates / AIIMS Rates/ Tie-up hospital rates (with a deduction of 15% on procedure cost, If there is no package procedure rates in C.G.H.S/ AIIMS)**whichever is lower for a particular item**. Further, if any procedure is to be done, then as per CGHS-2014 package rate / AIIMS Rates/ Tie-up hospital rates have to be claimed.

11. In CGHS-2014 rate list, except Dental & Ophthalmology, in all other remaining departments rates are given for "other major & minor surgeries" with coded procedures. Tie-up hospitals have to claim "other major & minor surgery rates" other than named procedures. However for unnamed procedures in ophthalmology & dental treatments, tie-up hospitals have to claim their own hospital rate with a deduction of 15% of procedure cost.
12. It is agreed that ESI beneficiaries shall be attended to on priority. ESI authorities have the right to monitor the treatment provided in the Tie-up hospitals.
13. All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package. The package rates of procedures mentioned in CGHS-2014 rate list are of semi-private ward rates & as the ESI beneficiaries are eligible for General Ward rates, there will be 10% deduction on procedure rates. However, there will be no deductions for laboratory or radiology investigation rates.
14. If one or more minor procedures form part of a major surgery, then 100% package charges will be permissible for major surgery & 50% of the minor surgeries will be allowed.
15. In case of unforeseen emergencies of these patients during admission for approved procedure, provisions of emergency treatment shall be applicable.
16. The patient at the time of discharge shall not be given any medicines by the hospital, but they shall be given only prescriptions.
17. The ESIS Medical Service / ESIC Hospitals are liable to make payment towards expenses as per C.G.H.S-2014 rates, AIIMS Rates/ Tie-up hospital rates for secondary care Non-NABH General Ward Rates.
18. Cashless treatment shall be provided to only those ESI beneficiaries who have been referred to 'Tie-up' hospitals by following the procedure mentioned earlier. Patients going to tie-up hospitals without being referred as such by the ESI system shall not be eligible for cashless services. They may be provided treatment / services as per CGHS rates, in case it is found that it was a dire life threatening emergency and the condition of patient would have severely deteriorated if he had gone to ESI Hospital for reference.
19. During In-patient treatment of the ESI beneficiary, the hospital should not ask the beneficiary or his / her attendant to purchase separately, the medicines / sundries / equipment or accessories, from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items.
20. The tie-up hospital has to honour the referral letter issued by ESISMS / ESIC referral authorities and provide medical care on priority basis. The tie-up hospital will provide medical care as specified in the referral letter; no payment will be made to tie-up hospitals for treatment/procedure/investigation done, which are not mentioned in the referral letter. If the tie-up hospitals feel necessity of carrying out any additional treatment/procedure/investigation in order to carry out the procedure for which patient was referred, the permission for the same is essentially required from the referring hospital in writing on the next working day. The tie-up hospitals should not charge/collect any money from the patient / attendants referred by ESIS (M) Service or ESIC for any treatment/procedure/investigations carried out. If it is

21. Reported that the tie-up hospital has charged/collected money from the patient then the concerned tie-up hospital may attract action for de-empanelment/blacklisting.
22. It is mutually agreed that first party will not put the second party into financial constraints by delayed settlement of bills. Payment of the bills be made after due scrutiny within ninety days from the date of receipt of bills.
23. The referral letter (P-1 FORM) will be sent in on-line UTI-ITSL Portal by the ESIS Medical Service or ESIC referral centres.
24. The validity of the Referral Letter is SEVEN days. If, the referral letters are received after SEVEN days from the date of issue, the same has to be rejected by the concerned hospital.
25. The authority may any time visit the hospital to identify the patients and to verify the line of treatment.
26. The Tie-up hospitals should follow the terms and conditions as enclosed with the Tie-Up rate list and submit the bills accordingly.
27. No Patients shall be directly examined or admitted without the referral slip from E.S.I.S Medical Services or ESIC authorities.
28. No payment should be obtained from the Insured patients.
29. The agreement can be terminated by either party on giving a months' notice in advance with suitable reasons.
30. **TREATMENT IN EMERGENCY**
The following ailments may be treated as emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient:
 - a. Acute Coronary Syndromes (Coronary Artery By-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure / Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke Adam attack, Acute Aortic Dissection.
 - b. Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
 - c. Cerebro-Vascular attack-Stroke, Sudden unconsciousness, Head injury, Respiratory failure, Decompensated lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
 - d. Road Traffic Accidents with severe injuries including fall.
 - e. Hemorrhage due to any cause.
 - f. Acute poisoning.
 - g. Acute Renal Failure.
 - h. Acute Obstetrical and Gynecological emergencies.
 - i. Electric shock.
 - j. Snake Bite.
 - k. Any other life threatening condition.


 Medical Superintendent
 M.D.E. (Deemed to be University)
 Sri B. M. Patil College of
 Medical & P.C. Health Sciences
 400103

1. However all tie-up hospitals have to give the treatment for ESI beneficiaries for emergency treatment as per 'Emergency Treatment List' by charging for that particular treatment as per CGHS-2014 rate list and terms & conditions.

31. FORFEITURE OF REMOVAL FROM LIST OF EMPANELLED HOSPITALS.

In case of any violation of the provisions of the MOU by the Tie-up

Hospitals empanelled under ESI such as:

- i. Refusal of service.
- ii. Undertaking unnecessary procedures.
- iii. Prescribing unnecessary drugs/tests.
- iv. Over billing,
- v. Reduction in staff/ infrastructure/ equipment etc. after the hospital has been empanelled.
- vi. Non submission of the report, habitual late submission or submission of incorrect data in the report
- vii. Refusal of credit to eligible beneficiaries and direct charging from them.
- viii. Discrimination against ESI beneficiary's vis-à-vis general patients

9. The ESI shall have the right to de-recognize the Tie-up Hospital as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by ESIS teams at random. The decision of the ESIS (M) S will be final.

10. Parties have signed this with best of their knowledge and belief on the date and year written below.

32. Check up/follow up dates shall be advised to the patient at the time of their discharge. But sending them again for such check up /follow-up will be left to the discretion of the ESIS Medical Services.

33. The hospitals shall bear all expenses incidental to the preparation & stamping of this agreement.

34. If, any changes in the CGHS-2014 Rate List will be decided by the State Executive Committee and intimated as and when required.

35. TERMS AND CONDITION OF PAYMENT:-

- a. Bills will be processed through UTI-ITSL Module only.
- b. UTI-ITSL:-Tie-up Hospitals to entertain only those referral that are made through UTI-Module. ESI shall not be responsible for processing payment of referral bills that are not routed through the bill processing agency i.e., UTI-ITSL

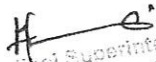
- c. The procedure for submission / payment of bills will be as per annexure (Forms- P-II, P-III &P-VI).
- d. Tie-Up bills should be paid only for those procedures that are referred by concerned authority either initially or by way of additional approved procedure subsequently.
- e. Empanelled hospitals shall submit original hard copies of bills along with duly signed detailed discharge summary and chronologically placed clinical sheets / investigation reports / Blood bank notes / IPD notes (if needed) clinical reports/Films/Pouches/Invoice/Price stickers /Utilization certificates / OT Notes / Pre and post operation radiological images for procedures /wrappers and invoice for drugs costing more than Rs.1000/- or any other requirement (as per T&C of MOA which the hospitals and diagnostic centers have with ESIS) etc, which were uploaded in the system in support of the claims within 7 (Seven) working days and not beyond 30 days to the ESISMS/ESIC hospitals /Institutions from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with offline waiver from ESIS hospital/institution and BPA shall not adhere to TAT while processing such claims. The claim cannot be considered as complete for processing by BPA until such physical submissions are carried out.
- f. Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills will be the sole responsibility of the empanelled hospitals, thereby meaning ESIS M S or BPA shall not be held responsible for the same.

36. ARBITRATION:-

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESISMS and the Empanelled Hospital upon or in relation to or in connection with or arising out of the agreement shall be referred to for arbitration by the Director, ESISMS, who will give written award of his decision to the Parties. The decision of the Arbitrator will be final and binding. The provisions of the Arbitration and Conciliation Act 1966 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Bangalore.

37. ONLINE PROCESSING OF BILLS:

- i. UTI-ITSL shall be engaging its resources for training and guidance and making the bill processing application / software solutions available to the specified users of these locations. UTI-ITSL shall be scrutinizing and processing bills online, providing software, for all hospitals / diagnostic centre empanelled by ESIS Hospitals.

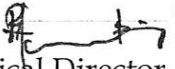

 Medical Superintendent
 BLDE (Deemed to be University)
 Shri B. M. Patel Medical College
 Hospital & R.C., VADAPUR-586103.

- ii. Bills submitted by the ESIS empanelled Hospitals/Diagnostic centre with all necessary supporting documents as prescribed by ESIS from time to time so that no additional information, whatsoever, is further required to process the bill. This includes the physical submission of original hard copies of bills and required clinical reports /films/pouches/invoices/price stickers etc, which were electronically uploaded in the system by the empanelled hospitals to the place from where the referral was generated and any other need more information of any sort.
- iii. "Fees should be paid by empanelled hospital/diagnostic centre for services rendered by the BPA from time to time calculated on the **claimed amount** of the bill submitted by the **empanelled hospital / diagnostic centre**.
- iv. Subject to BPA rendering bill-processing services as per terms and conditions of this agreement, the empanelled hospitals /diagnostic centers /claimants shall pay to the BPA, the service fees & service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIS.
- v. The processing fee admissible to BPA will be at the rate of **2% of the claimed amount** of the bill submitted by the empanelled hospitals/diagnostic centre (and not on the approved amount) and service tax/GST/any other tax by any name thereon. The minimum admissible amount shall be **Rs.12.50** (exclusive of service tax/GST/any other tax by any name, which will be payable extra) and **maximum of Rs. 750/-** (exclusive of service tax/GST/any other tax by any name, which will be payable extra) **per individual bill /claim**.
- vi. In case of any mistakes in the scrutiny of claims recommendations thereto by the BPA, **resulting in excess payment** to the empanelled hospital / diagnostic centre/ Institution, ESIS (M) Service reserves the right to recover the excess amount from the future bills of the empanelled hospital / diagnostic centre/Institution. ESIS (M) Service has authorized BPA to exercise this right.
- vii. ESIS Hospitals/Institutions will enter the details of registration of empanelled hospital / diagnostic centre's with validity, extension of validity, de-empanelment of hospital and classification of hospital and any other parameters / criteria as specified by ESIS (M) Service, from time to time through the software provided by BPA. After ESI authorities verifies the claim on receipt of the physical documents, it would be assumed by BPA that all these factors as above are in place and that the empanelled hospital/ diagnostic centre to receive the claim.
- viii. NABH / NABL rates are not allowed for Primary and Secondary Care treatment.

ix. The said tie-up hospital has agreed for the above terms & conditions.

38. **ALL TIE-UP HOSPITALS HAVE TO PREPARE THEIR CLAIMS AS PER CGHS-2014 RATE LIST. BILLS SHOULD BE SCRUTINISED MANUALLY, BEFORE SUBMITTING. THEY HAVE TO SUBMIT THE COMPLETED BILLS WITHIN TIMELIMIT.**

39. The tie-up hospitals should intimate, three months in advance, before expiry of the agreement, if they want to renew the same.


Medical Director,
Medical Superintendent
E.S.I.E (Deemed to be University)
Shri S. M. Paul Medical College
K. J. Somaiya Road, V. K. Ashram, 400 003.

Director,
E.S.I.S Medical Service.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA53333274696190R
Certificate Issued Date : 16-Feb-2019 12:34 PM
Account Reference : NONACC (FI)/ kaksfcl08/ BIJAPUR/ KA-BJ
Unique Doc. Reference : SUBIN-KAKAKSFCLO839504227976313R
Purchased by : MED SUPTD SHRI B M P M C HOSPITAL AND RC VIJAYAPUR
Description of Document : Article 12 Bond
Description : BOND
Consideration Price (Rs.) : 0
(Zero)
First Party : MED SUPTD SHRI B M P M C HOSPITAL AND RC VIJAYAPUR
Second Party : CHIEF GENERAL MANAGER TELECOM BANGALORE
Stamp Duty Paid By : MED SUPTD SHRI B M P M C HOSPITAL AND RC VIJAYAPUR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

सत्यमेव जयते



S. S.
Authorized Signatory

**For Siddhasiri Pattina Souharda
Sahakari Niyamita Branch - Bileasur**

RS. 100

Please write or type below this line

SUBJECT : Renewal of Medical facility for BSNL employees regarding submission of Memorandum of Agreement.

Devesh
16/02/19
Assistant Medical Superintendent

BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Bijapur - 586103.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

[02] The BSNL serving and retired employees and their dependent family members referred to and M/s. BLDE (Deemed to be University), Shri.B.M.PATIL MEDICAL COLLEGE HOSPITAL, AND RESEARCH CENTER Vijayapur-586 103 are eligible for being admitted to the category of bed as mentioned in our authorization letters from the Authorized Signatories of BSNL and also on production of BSNL Medical Identity Card to the Hospital. In the event of non availability of entitled class of beds, the patients be admitted in immediately lower category one to that mentioned in our Authorization letter. Such patients will be accommodated in the entitled class as and when it becomes available.

[03] M/s. BLDE (Deemed to be University), Shri.B.M.PATIL MEDICAL COLLEGE HOSPITAL, AND RESEARCH CENTER Vijayapur-586 103 shall treat all cases involving indoor treatment referred to it by BSNL.

[04] It will charge the BSNL serving and retired employees and their dependent family members within the ceiling limits as described and contained in the Schedule of approved hospital charges by M/s. BLDE (Deemed to be University), Shri.B.M.PATIL MEDICAL COLLEGE HOSPITAL, AND RESEARCH CENTER Vijayapur-586 103 or at the rate fixed by CGHS vide G.O.I Ministry of Health & Family Welfare, BANGALORE in their O M No 19 3/2014/ADMN (129)/5287 dated 13/11/2014 Whichever is lower for coded procedures with prior written consent of BSNL However in case of emergency prior written consent of BSNL will not be necessary. But the hospital has to certify the emergency in such cases.

As far as procedures not mentioned/covered in the CGHS approved schedule rates i.e., UNCODED procedures are concerned BSNL shall settle the claims within reasonable time, where at least 90% of the total expenditure is covered under the rate list prescribed by CGHS for specialized and general purpose treatment and diagnostic procedure.


Assistant Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

[Contd..3]

[05] **M/s. BLDE (Deemed to be University), Shri.B.M.PATIL MEDICAL COLLEGE HOSPITAL, AND RESEARCH CENTER Vijayapur-586 103** will send the bills directly to BSNL in duplicate to the concerned Drawing and Disbursing Officers (DDOs) of the office which has issued the authorization letters. The bills should contain the Annexure "D" and "D1" and also copy of Authorization letter in Annexure "F".

[06] Payment of the bills shall be made after due scrutiny within Two Months from the date of receipt of the bill, If the bills received are complete in all respects.

[07] The authorization letters are to be sent in original by BSNL & the same enclosed to the bill.


[07a] Copy of BSNLMRS care identifying the patient by encircling should be enclosed.

[08] Where due to surgical procedure or for any other reason stay in the hospital beyond schedule is necessitated the hospital shall inform BSNL in advance and obtain permission. Permission letter to be enclosed.

- * 12 days for Specialized procedure.
- * 7-8 days for other procedure.
- * 3 days for Laproscopic Surgery.
- * 1 day for day Care/Minor procedures (OPD)

[09] The schedule of Rates as per approved charges by **M/s. BLDE (Deemed to be University), Shri.B.M.PATIL MEDICAL COLLEGE HOSPITAL, AND RESEARCH CENTER Vijayapur-586 103** or at the rate fixed by CGHS, Ministry of Health & Family Welfare, BANGALORE O M No 19 3/2014/ADMN (129)/5287 dated 13/11/2014 **whichever is lower** which are detailed as per rate list, shall form an integral part of this agreement.

[contd.. 4]


Assistant Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

Any subsequent changes in the scheduled rates fixed by CGHS shall be implemented from the date of issue of orders from BSNL.

[10] Admission sought by the patient on Saturdays, Sundays, General Holidays and in case of Emergency may be permitted on the basis of Identity Card provisionally. The authorization letters are produced on next working day. In such cases the hospital may issue a certificate about the emergency condition of the patient and send the same along with the monthly bill.

[11] The Hospital shall also provide reports in the prescribed format to the BSNL Office in respect of the beneficiaries treated on monthly basis by the **10th day of the succeeding calendar month in proforma enclosed.**


[12] Any liability arising out due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect in rendering such services.

[13] In case of any complaint of overcharging the BSNL may, after factual enquiry, derecognize **M/s. BLDE (Deemed to be University), Shri.B.M.PATIL MEDICAL COLLEGE HOSPITAL, AND RESEARCH CENTER Vijayapur-586 103** whose decision shall be final, without any notice, and this shall be without any prejudice to any other action to be taken as per terms herein contained including recovery of overcharged amount.

[14] During In-patient treatment of the BSNL beneficiary, the hospitals, should not ask the beneficiary to purchase separately the medicines from outside but bear the cost of its won and include the same in the hospitals bill BSNL with necessary vouchers.

[15] This agreement contains the entire agreement between the two parties and nothing outside this Agreement shall be valid and binding. This agreement can be modified or altered only on written agreement signed by both the parties.

[16] The agreement shall, remain in force for a period of **TWO YEARS** from the date signed by the both parties. [contd.. 05]


Assistant Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

[17] The agreement may be terminated by either party by giving one month's advance notice in writing, and the notice given by the BSNL shall be valid if given and signed by the CGM.


[18] The BSNL shall have a lien and also reserve the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the BSNL may have against the hospital under this or any other agreement.

[19] The BSNL shall be at liberty at any time to terminate this agreement on giving 24 hours notice in writing to the hospital for breach of any of the terms and conditions of this agreement and the decision of the CGM in this regard shall be final.

[20] The administrative cost of the hospital and all other expenses required by the hospital for the purpose of this agreement shall be borne by the hospital.

[21] The Hospital shall pay all expenses incidental to the preparation and stamping of this agreement.

[22] In the event of any question, dispute or differenced whatsoever at any time arising under the conditions or agreement or in any other manner under this agreement or in any way relating thereto or the true meaning or interpretation of any of the provisions there of (except as to any matters for which the decision is specifically provided for in the conditions of the agreement), the same shall be referred to for decision to a sole Arbitrator who shall be the nominee of the BSNL and the decision of the Arbitrator shall be final and binding on both the parties. It will be not objection that the arbitrator is a Govt. Servant and that he had to deal with matters to which the contract relates or that in the course of this duties as a Govt. Servant he has expressed views on all or any of the matters in question, disputes or difference.


Assistant Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

[Contd..06]

[23] The original copy of this agreement shall be kept at the office of Chief General Manager, Karnataka Telecom Circle, Bharat Sanchar Nigam Limited, 'Doorasamparka Bhavan', No.1, Swamy Vivekananda Road, Halasuru, Bangalore-560 008, and a true copy shall be retained in the office of the hospital.

[24] The hospital shall provide access to the financial/medical recodes for own assessment and review, as and when required and the decision of BSNL on the necessity or requirement shall be final.

[25] It shall not discriminate in the provisions of facility and treatment in any manner whatsoever against the BSNL beneficiary receiving treatment in the hospital as compared to any other patient of equal status and coming for treatment in the hospital.

[26] In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the hospital or any of them for their agent or servant or any one else on their behalf to any officer, servant or representative of the BSNL or any member of the family or any officer, servant or representative of the BSNL in relation to the obtaining or execution of this or any other agreement with the BSNL, then the BSNL shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the hospital may occur, cancel this agreement and any other agreement entered into by the hospital with the BSNL and to recover from the hospital any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the C.G.M. BSNL, Karnataka Circle in such manner and in such evidence or information as he shall think fit and sufficient and his decision shall be final and conclusive.


Assistant Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

[Contd...07]

[27] All notices and reference hereunder shall be deemed to have been duly served and given to the hospital if delivered to the hospital or their authorized agene or left at consent by registered post to the address stated herein before and the BSNL if delivered to the CGM, BSNL, Karnataka Circle or sent by registered post or left at his office hours on any working day.

In witness whereof, the Chief General Manager, Karnataka Telecom Circle, Bharat Sanchar Nigam Limited, Bangalore-560 008, for and on behalf of the CMD, Bharat Sanchar Nigam Limited, (A Govt. of India Enterprise), Corporate Office, Bharat Sanchar Bhawan, Janapat, New Delhi-110 001 and the above named "Hospital" have here into set their respective hands the day and year first above written.



16/02/19


**For BLDE (Deemed to be University)
Shri.B.M.PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTER BIJAPUR**

Assistant Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

**For BHARAT SANCHAR
NIGAM LIMITED**

WITNESS:

WITNESS:



Asst. Hospital Administrator
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA



BLDE (DEEMED TO BE UNIVERSITY)

[Declared as Deemed to be University u/s 3 of UGC Act, 1956 vide Government of India notification No. F.9-37/2007-U.3(A)]
The Constituent College

SHRI B. M. PATIL MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE

Date: - 28/06/2018.

To,
Director General & Inspector General of police office
2, Nrupathung Road,
BENGALURU - 560 001

Sub:-Regarding Provide Services to Retired Employee.

-0-0-

Sir,

With reference to the subject cited above, we are happy to convey that we agree to provide our health care services to your employees under "Arogya Bhagya Yojane" for retired employee of his/her vice versa dependent as per your eligibility criteria.

Thanking You,

Yours Sincerely,


MEDICAL SUPERINTENDENT.

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hos .36103.

Smt. Bangaramma Sajjan Campus, Sholapur Road, Vijayapura - 586103, Karnataka, India.

University: Phone: +91 8352-262770, Fax: +91 8352-264936, 262068 Website: www.bldeuniversity.ac.in, E-mail: bmpmc.principal@bldeuniversity.ac.in
Hospital : Phone: +91 8352-262770, Email : bmpmh.ms@bldeuniversity.ac.in

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
(ಪೊಲೀಸ್ ಇಲಾಖೆ)

ಸಂಖ್ಯೆ:ಬಿಎಫ್/131/2017-18

ಡೈರೆಕ್ಟರ್ ಜನರಲ್ ಮತ್ತು ಇನ್ಸ್‌ಪೆಕ್ಟರ್
ಜನರಲ್ ಆಫ್ ಪೊಲೀಸ್ ರವರ ಕಛೇರಿ
ನಂ.2, ನೃಪತುಂಗ ರಸ್ತೆ, ಬೆಂಗಳೂರು.
ದಿನಾಂಕ: 14/06/2018.

ಗೆ,

ಪೊಲೀಸ್ ಸೂಪರಿಂಟೆಂಡೆಂಟ್,
ಆರೋಗ್ಯ ಭಾಗ್ಯ ಯೋಜನೆಯ ನೆಟ್ವರ್ಕ್ ಆಸ್ಪತ್ರೆ.

ಮಾನ್ಯರೆ,

ವಿಷಯ:- ನಿವೃತ್ತ ಪೊಲೀಸ್ ಸಿಬ್ಬಂದಿಗಳ ಆರೋಗ್ಯ ಯೋಜನೆಯ ಕುರಿತು.

ಉಲ್ಲೇಖ:- ಈ ಕಛೇರಿ ಟಿಪ್ಪಣಿ ಸಮ ಸಂಖ್ಯೆ: ದಿನಾಂಕ: 16.04.2018.

ನಿವೃತ್ತ ಪೊಲೀಸ್ ಅಧಿಕಾರಿ/ಸಿಬ್ಬಂದಿಗಳಿಗೆ ಆರೋಗ್ಯ ಯೋಜನೆಯನ್ನು ಜಾರಿಗೆ ತರಲಾಗುತ್ತಿದೆ. ಆರೋಗ್ಯ ಭಾಗ್ಯ ಯೋಜನೆಯಲ್ಲಿನ ಸೇವೆಯಲ್ಲಿರುವ ಸಿಬ್ಬಂದಿ ಮತ್ತು ಅವರ ಕುಟುಂಬದವರ ಸಿ.ಜಿ.ಹೆಚ್.ಎಸ್ ದರದಲ್ಲಿ ಚಿಕಿತ್ಸೆ ಒದಗಿಸುತ್ತಿದ್ದೀರಿ. ಅದೇ ರೀತಿ ನಿವೃತ್ತ ಪೊಲೀಸ್ ಅಧಿಕಾರಿ/ಸಿಬ್ಬಂದಿ ಮತ್ತು ಅವರ ಪತಿ/ಪತ್ನಿ ರವರಿಗೆ ಒದಗಿಸುವ ಬಗ್ಗೆ ಉಲ್ಲೇಖಿಸಿದ ಟಿಪ್ಪಣಿಯಲ್ಲಿ ತಮ್ಮ ಅಭಿಪ್ರಾಯ ಕೋರಲಾಗಿತ್ತು. ತಮ್ಮ ಅಭಿಪ್ರಾಯ ಸ್ವೀಕೃತವಾಗಿಲ್ಲ. ಸಾಮಾನ್ಯ ವೈದ್ಯಕೀಯ ಚಿಕಿತ್ಸೆ ಪ್ರಕ್ರಿಯೆ ಗರಿಷ್ಠ ಮಿತಿ ಒಂದು ವರ್ಷಕ್ಕೆ ಓರ್ವ ಸದಸ್ಯನ ಕುಟುಂಬಕ್ಕೆ ರೂ 1ಲಕ್ಷ, ವಿಶೇಷ ಹಾಗೂ ಸಂಕೀರ್ಣ ಶಸ್ತ್ರಚಿಕಿತ್ಸೆಗಳಲ್ಲಿ ಇಂಪ್ಲಾಂಟ್, ಸ್ಟಂಟ್ ಸೇರಿ ರೂ. 2ಲಕ್ಷ ಗರಿಷ್ಠ ಮಿತಿ ವಿಧಿಸಲು ಸದ್ಯಕ್ಕೆ ನಿರ್ಧರಿಸಲಾಗಿದೆ. ಈ ಬಗ್ಗೆ ಜರೂರಾಗಿ ತಮ್ಮ ಅಭಿಪ್ರಾಯ ನೀಡುವಂತೆ ಕೋರಲಾಗಿದೆ.

ತಮ್ಮ ನಂಬುಗೆಯ,

(ಎನ್. ಶಿವಕುಮಾರ್, ಐಪಿಎಸ್) 14/06

ಡೈರೆಕ್ಟರ್ ಜನರಲ್ ಮತ್ತು ಇನ್ಸ್‌ಪೆಕ್ಟರ್
ಜನರಲ್ ಆಫ್ ಪೊಲೀಸ್ ರವರ ಪರವಾಗಿ

ಶಿ
Machakudi
Discom = me
12 27/6

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ಬೆಲೆ : ರೂ. 2/-

MEMORANDUM OF UNDERSTANDING

This MOU entered in to on, Monday of 2018 at Belagavi.

BY AND BETWEEN

KLE BELGAUM HEALTHCARE SERVICES SOCIETY, A SOCIETY REGISTERED UNDER SOCIETY'S ACT, having its office in Belagavi, of the one part.

AND

BLDE (deemed to be university) Belagavi located at Vijayapada Clinic - which expression includes, unless, otherwise contextually inappropriate, its partners and successors): of the other part.

KLE Belgaum Healthcare Services is indulged in providing hospitalization facilities to its members, and it has approached the Hospital for considering credit tie up facility with the Hospital for providing Medical/Surgical treatment to its members.

Now the MOU witness that

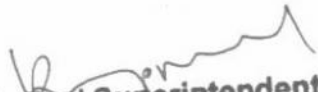
1. Term:

This MOU shall be in force for a period of 1 (One) year with effect from the date of this MOU may further be renewed, on such terms and conditions as may be mutually agreed.

2. Extent of Coverage:

- The Hospital will extend both in-patient and out-patient treatment to the members of KLE Belgaum Healthcare Services as per the terms of the scheme conditions.
- The facility may be displayed in the reception area of the Hospital through KLE Belgaum Healthcare Services provided Placards/stickers stating " We accept patients services by KLE Belgaum Healthcare Services"
- The Hospital will inform all relevant employees, especially in Admissions, and Billing about this agreement.




Medical Superintendent
BLDE (Deemed to be University)

3. Covenants:

- a. Cashless Treatment: Members of KLE Belgaum Healthcare Services to be / treated by the Hospital without payment of cash on presentation of the KLE Health card. However the Hospital should inform the KLE Belgaum Healthcare Services before treating the patients, so that KLE Belgaum Healthcare services can inform the Hospital about the credit limit of the patient.
- b. Priority Treatment: Members of KLE Belgaum Healthcare Services may be treated on priority basis for both pre-planned and emergency treatment.
- c. For pre-planned Hospitalization cases: The modus operandi to be followed for Hospital admission will be as under:
The member will submit the KLE Health card in the Hospital. Treatment up to the limit sanctioned by KLE Belgaum Healthcare Services (Wide Pre-Authorisation) will be cashless. Only if the patient crosses the prescribed limit the money will be collected from the patient.
- d. **IP:** As per the Hospital Tariff / Agreed Rates. The copy of hospital rate list may be forwarded to us. For IP Pre-Authorisation is mandatory. In case of Emergency / Holiday, the same may be forwarded to the contact details as given in the Pre-Authorisation form, on the next working day.

4. Payment Terms:

KLE Belgaum Healthcare Services will ensure that the Hospital Bills are settled within 30 days on receipt of the bills from the Hospital. All the medical reports and Bills in Original will be sent to KLE Belgaum Healthcare Services.

All amounts in excess of the limits of the patient of KLE Belgaum Healthcare Services shall be recovered by the Hospital, directly from the patient and KLE Belgaum Healthcare Services will not be responsible in the event of the patient committing default in paying the excess amount. Also for the treatment not covered (Non Medical Expenses), the charges may be directly collected from the patient.

5. General:

KLE Belgaum Healthcare Services will only take the commitment towards the settlement of bill as per the terms of the agreement and the Hospital only will be responsible for all clinical treatment of the patient.

Any deviation or the modifications of this MOU by the parties shall be effected with the written consent of both the parties.

6. Termination:

Both the parties shall have the right to terminate this MOU with prior notice of two months. However the Hospital shall ensure, that all admitted patients undergoing treatment at the time of termination of the MOU are treated completely and discharged. KLE Belgaum Healthcare will settle the bills of any patients pending during the period.

7. Jurisdiction:

All disputes or differences arising between the parties out of this agreement shall be settled within the jurisdiction of Belagavi only.

IN WITNESS WHEREOF the parties have signed and executed this Agreement the date first above written,

For, KLE Belgaum Healthcare Services

For,

AUTHORISED SIGNATORY



AUTHORISED SIGNATORY

Medical Superintendent
BLDE (Deemed to be University)
Shri B. M. Patil Medical College
Hospital & R.C. VIJAYAPURA-586103.

TIN No :- 29270277526
CST - 5236950-0 } W.e.f. 23-12-1983
D.L. No. KA / BJR : 20B - 327
21B - 299
20 G - 01

guddodgi 242@gmail.com.

Phone : 251465 (O)
Gram : GUDDODGI
Fax : 08352 - 242142
Visit us at: www.guddodgipharma.com.
E-mail : guddodgi242@dataone.in

M/s. Guddodgi Pharmaceutical Distributors

Godbole Mala, Near Tilak Kanya School, BIJAPUR - 586 101.

Ref. No.

Date : _____

Saturday, May 4, 2019

To,

The Hon'ble Vice-Chancellor
BLDE (Deemed to be University)
Vijayapura-586103

Sub: Donation of Vehicle for the organization's service/extension activities-reg

Dear Sir,

With reference to the above cited subject, I undersigned representative of Guddodgi Pharmaceutical, Vijayapura request you to accept our donation of Rs. 12 Lakhs (Cheque No. 778191, dated 6/5/2019) for the purchase of multipurpose Tempo Cruiser vehicle. As we want to join our hands with BLDE Association and BLDEDU, for the noble cause of serving the people of this region.

Kindly accept the cheque and acknowledge the receipt of the same

Thanking you,

With regards,



**M/s. GUDDODGI PHARMACEUTICAL
DISTRIBUTORS**
GODBOLE MALA, NEAR TILAK KANYA SCHOOL,
VIJAYPUR-586101
PH. (O) 251465, FAX 08352-242142

*Dr. Rajiv Kumar,
Hon'ble Vice-Chancellor
BLDE (Deemed to be
University)
Vijayapura-586103
10/5/2019*



BLDE

(DEEMED TO BE UNIVERSITY)

Declared as Deemed to be University u/s 3 of UGC Act, 1956
The Constituent College

SHRI B. M. PATIL MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE

Prof. M. S. Biradar

M.D. (Gen Medicine)

Vice-Chancellor

BLDE (DU)/REG/GEN/2019-20/ 85/1

May 06, 2019

To,
M/s. Guddodagi Pharmaceutical Distributors
Godabole Mala, Near Tilak Kanya School,
Vijayapura -586 101

Sub: Donation of Vehicle for the Organization – reg.

Sir,

Greetings from BLDE (Deemed to University), Vijayapur

It has been indeed a great gesture of yours and your company towards social responsibility. We accept your donation to our organization with humility, on behalf of the University Authorities and acknowledge the receipt with gratitude. Please accept our heartfelt thanks.

Thank you verymuch.

Warm regards

Thank you once again.

Prof. (Dr.) M. S. Biradar
Vice-Chancellor
BLDE (Deemed to be University),
Vijayapura



BLDE

(DEEMED TO BE UNIVERSITY)

Declared as Deemed to be University u/s 3 of UGC Act, 1956
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SHRI B. M. PATIL MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE

Prof. M. S. Biradar

M.D. (Gen Medicine)

Vice-Chancellor

BLDE(DU)/VC/GEN/2019-20/85/1

May 08, 2019

To,
Sri Laxmi Pharma & Surgicals
Wholesale Distributors,
CTS No.1134/61A, Ground Floor, APMC Yard,
Behind AMPC Police Station, Indi Road,
Vijayapura - 586101

Sub: Donation of Vehicle for the Organization – reg.

Sir,

Greetings from BLDE (Deemed to University), Vijayapur

It has been indeed a great gesture of yours and your company towards social responsibility. We accept your donation to our organization with humility, on behalf of the University Authorities and acknowledge the receipt with gratitude. Please accept our heartfelt thanks.

Thank you verymuch.

Warm regards

Thank you once again.

Prof. (Dr.) M. S. Biradar
Vice-Chancellor
BLDE (Deemed to be University),
Vijayapura



SRI LAXMI PHARMA & SURGICALS

Wholesale Distributors

CTS No. 1134/61A, Ground Floor, APMC Yard, Behind Ganapati Temple,
Beside APMC Police Station, Indi Road, VIJAYAPUR-586101
E-mail : laxmipharma14@gmail.com

License No. :
KA-BJ2-20B-180053
KA-BJ2-20G-180054
KA-BJ2-21B-180055

Ref No. :

Date :
Saturday, May 4, 2019

To,

The Hon'ble Vice-Chancellor

BLDE (Deemed to be University)

Vijayapur-586103

(Through Proper Channel)

Sub: Donation of Vehicle for the organization's service/extension activities-reg


Dear Sir,

With reference to the above cited subject, I undersigned representative of Sri Laxmi Pharma and Surgicals Vijayapur request you to accept our donation of Rs. 12 lakhs (cheque no. 042625, dated 6/5/2019) for the purchase of multipurpose tempo cruiser vehicle. As we want to join our hands with BLDE Association and BLDEDU, for the noble cause of serving the people of this region.

Kindly accept the cheque and acknowledge the receipt the same

Thanking you,

With regards,


SRI LAXMI PHARMA & SURGICALS.
CTS No:1134/61A, Ground Floor,
APMC Yard Behind Ganapati Temple,
Beside APMC Police Station,
VIJAYAPUR-586101.

Rec. Repitition

Accepted. Banker draft

to be done on priority

4/5/2019