

## **SERVICE CONTRACT AGREEMENT**

This Deed of “**Service Contract Agreement**” (Herein after called as Contract) is made and executed on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2013-14,

Between:

**AAROgyASRI HEALTH CARE TRUST**(A Trust of Government of Andhra Pradesh), a Trust incorporated under the Indian Trusts Act, having its office at Trust Head Office, Door No. 8-2-293/82/a/ahct, Road No.46, Jubilee Hills Hyderabad 500 033, represented by its **CHIEF EXECUTIVE OFFICER** namely Sri. K Dhananjaya Reddy, S/o K Reddenna, Age: 49 Years, Occ: Chief Executive Officer, Aarogyasri Health Care Trust, R/o CEO Camp Office, Jubilee Hills, Hyderabad (Herein after referred to as the “**Trust**” which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and

include its officials, successors in office, deputees, appointees, designees, nominees, authorized persons and assignees of the FIRST PART).

AND

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\_\_\_\_\_ represented by its Managing Director / Superintendent/ COO/ CEO / Proprietor and having its Registered Office at \_\_\_\_\_ (Hereinafter referred to as “**SERVICE PROVIDER**” or **NWH** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its officials, successors in office, nominees and assignees of the OTHER PART).

**WHEREAS**, the Trust is set up by the Govt. of AP for providing health care services to families of employees and pensioners of State Govt. under Employees Health Scheme in State in 23 districts for the surgeries / therapeutic procedures as mentioned in annexure-C for which purpose Trust has created a network of Service Providers. The Trust is charitable in nature and is a non- profitable institution under the Government of AP.

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

**WHEREAS**

(A) The Service Provider, has applied to the Trust that they have the required infrastructure, professional skills, personnel and technical resources, to provide the services on the terms and conditions set forth in this Contract;

(B)The Trust having examined and inspected the Service Provider has agreed to let the service providers to provide the services based as defined in the General Conditions attached to this Contract (herein after called the Services)

(C) The Trust for provision of healthcare services to beneficiaries under Employees Health Scheme (EHS) intends to spend a portion of its receipts to eligible payments under this contract;

Now therefore the parties hereto hereby agree as follow;

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

(a) The documents as mentioned in General Conditions of Contract;

(b) The documents as mentioned in Special Conditions of Contract;

(c) The Appendices: All that the documents relating to the below Appendices:

Appendix A – Aarogyasri Scheme Manual

Appendix B – List of Empanelled Specialties

Appendix C – Packages and Package prices

Appendix-D – Application submitted by the service providers.

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

(a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Trust shall make payments to the Service Provider in accordance with the provisions of the Contract.

3. This Contract Agreement will be in force for a period of one (1) year commencing from 00:00 hours of Dt. / / to 00:00 hours of Dt. / /or until otherwise terminated or till the time of signing of new contract.

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

**For and on Behalf of  
Aarogyasri Health Care Trust**

By\_\_\_\_\_

Authorized Representative

**For and on Behalf of  
Service Provider/ NWH**

By\_\_\_\_\_

Authorized Representative

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

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

[Member]

By\_\_\_\_\_

Authorized Representative

[Member]

By\_\_\_\_\_

[Authorized Representative etc.]

**Witness:**

1. Witness for AHCT

Sign:

Name & Address:

2. Witness for Service Provider/ NWH:

Sign:

Name & Address:

## GENERAL CONDITIONS OF CONTRACT

Article 1	General Provisions
<p><b>.1</b></p>	<p><b>Definitions:</b></p> <p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>a) <b>“Applicable Law”</b> means the laws and other instruments having the force of law in India, and includes the Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulation) Act, 2002.</p> <p>b) <b>“Aarogyamithra”</b> means first contact person for Aarogyasri patient at Network Hospital.</p> <p>c) <b>“Beneficiaries”</b> as per GOMs 174, dated,01.11.2013</p> <p>c) <b>“Category”</b> means the group of therapies as mentioned in the scheme. For example: Polytrauma, Cardiology, General Surgery etc; are categories under the scheme.</p> <p>d) <b>“CEO”</b> means Chief Executive Officer of the Trust.</p>

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

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

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

h) **“Coverage”** shall mean the entitlement by the beneficiary to Health Services provided under the Scheme, subject to the terms and conditions, of the Scheme.

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

j) **“Consent”** should be reasonable, informed and proper consent obtained by the NWH from the beneficiary relating to the treatment or performance of a surgery. It can be by the beneficiary or his/ her attendant in a free and fair manner.

k) **“Consultants”** are the specialists in different fields of medicine who

provides expert medical care of services to the patients in a hospital as defined in AP Gazette rules dated: 05.05.2007 and shall be registered with Andhra Pradesh Medical Council.

l) **“Deliverables”** means the Products, infrastructure and Services specifically developed for ‘Aarogyasri Health Care Trust’ and agreed to be delivered by the Service Provider in pursuance of the Agreement and includes all the documents related to the Service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines and all their modifications.

m) **“Doctor”** means Qualified Allopathic doctor recognized by Medical Council of India and registered with AP Medical Council.

n) **“Documents”** means original document/s pertaining to treatment of Aarogyasri beneficiary (Medical records, prescriptions, reports, bills, registration paper/s, discharge summary, patient data and other supporting document/s and all other related documents not specified herein.

o) **EDC** means “Empanelment and Disciplinary Committee”.

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

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

r) **“Family”** means head of the family, spouse, dependent children and dependent parents as enumerated as per GOMs 174, dated, 01.11.2013 EHF schemes respectively.

s) **“Financial Year”** means the calendar year which begins from 1<sup>st</sup> of April and ends on 31<sup>st</sup> of March of the next consecutive year.

t) **“Flagging”** Taking cognizance of any complaint / grievance / allegation against the NWH under the scheme of the Trust by the District Coordinator / District Manager / Network team leader / Field staff or Doctor of the trust, based upon the prima facie evidence. The Flag raised is to be determined as per Term 13.9 of the Manual.

u) **“GCC”** means General Conditions of Contract.

v) **“Government”** means the Government of Andhra Pradesh or the Government of India.

- w) **“Government Hospital”** means Institution/hospital established by State Government or Central Government.
- x) **“Empolyee Health Card”** means Employee Health Card issued by Aarogyasri Health Care Trust.
- y) **“Hospital”** means Hospital Registered under Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulations) Act, 2002, Rules & Regulations 2007 and PNDT Act with minimum 50 beds.
- z) **“IMA”** means Indian Medical Association.
- aa) **“Infrastructure”** means the physical infrastructure facilities available in the Network Hospital.
- bb) **“IEC”** means Information, Education & Communication.
- cc) jj) **“IRDA”** means Insurance Regulatory and Development Authority
- dd) **“Materials”** means all documentation in printed or printable form and all instructional and informational aids in any form (including audio, video and text) and on any medium, provided to the Trust under the Contract.
- ee) **“Member”**, in case of Service Provider consists of a joint venture of more than one entity, means any of these entities and **“Members”** means all of these entities;
- ff) **“Manual”** means a manual or manuals prepared by the Trust consisting of instructions and guidelines to be followed for the operation of any of its Scheme(s).
- gg) **“Network Hospital/ NWH”** means the hospital empanelled under Aarogyasri Scheme of Service Provider herein.
- hh) **“Package”** means the package of different components. The package includes:
- Consultation, medicines, diagnostics, speciality services,
  - Implants, grafts, prosthesis,
  - Food
  - Hospital charges etc.
  - Post discharge Follow-up within 10 days after discharge
- ii) **“Package Price”** means the price paid for the package to a NWH.



jj) **“Party”** means the Trust or the Service Provider, as the case may be and **“Parties”** means both of them.

kk) **“Pre-Authorization”** means a process by which an Insured Person obtains written approval for certain medical procedures or treatments, from Trust and is mere approval of eligibility of the case for assistance under Scheme.

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

mm) **“PHC”** means Primary Health Centre.

nn) **“MEDCO”** means Medical Coordinator from the Network Hospital with minimum MBBS qualification to coordinate with the Trust.

oo) **RAS** means Rajiv Aarogyasri Scheme

pp) **“Reporting”** means Formal reporting as the beneficiary.

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

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

ss) **“Service Level”** means the level and quality of service and other performance criteria which will apply to the services as set out in the scheme of the Trust.

tt) **“SLAs”** means Service Level Agreements.

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

vv) **“Scheme”** means Employee Health Insurance Scheme ( as applicable or any other Health Care Scheme under the Trust.

ww) **“Service Provider”** means a hospital, nursing home or such other medical aid provider empanelled with the Trust and adhering to the empanelment procedure and guidelines and referred also as NWH.

xx) **“Surgery/Surgeries”** means cutting, abrading, suturing, laser or otherwise physically changing body tissues and organs by qualified allopathic medical

	<p>doctor who is authorized to do so.</p> <p>yy) <b>“Trust”</b> means Aarogyasri Health Care Trust of Government of AP.</p> <p>zz) <b>“Third Party”</b> means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.</p> <p>ab) <b>“Treatment”</b> means medical/surgical and other modes of management by qualified allopathic Doctor in the Network hospital.</p> <p>ac) <b>Therapy/ Therapies:</b> Standard way of medical treatment to the patient as per the medical protocols of Allopathic Medicine.</p> <p>ad) <b>“TAT”</b> means Turn Around Time.</p> <p>ae) <b>“The Scheme”</b> means the description of Services including the disease and financial coverage, the terms and conditions of services available under the scheme.</p> <p>af) <b>“Writing”</b> means either written in indelible ink or electronically through the appropriate module of the IT application of the Trust.</p>
<b>.2</b>	<p><b>Relation between the Parties</b></p> <p>Nothing contained herein in this contract shall be construed or deemed to create any association, partnership or joint venture, employer-employee relationship or principal – agent relationship in any manner whatsoever between the parties. The Service Provider subject to this Contract shall have complete charge of personnel and subcontractor, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder. It is the bounden obligation upon the part of the service provider to protect the interests of the Trust and its objections and to act under the policies and guidelines of the government from time to time in this regard.</p>
<b>.3</b>	<p><b>Law Governing Contract and Jurisdiction</b></p> <p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The jurisdiction over matters arising out of or relating to this Contract shall lie at Hyderabad exclusively under the High Court of Andhra Pradesh in the State of AP.</p>
<b>.4</b>	<p><b>Language</b></p> <p>This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>

<p><b>.5</b></p>	<p><b>Headings</b></p> <p>The heading shall not limit, alter or affect the meaning of this Contract. The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.</p>
<p><b>.6</b></p>	<p><b>Notices</b></p> <p>i. Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, e-mail, or fax to such party at the address specified in the SCC.</p> <p>ii. Notice will be deemed to be effective as specified in the SCC.</p> <p>iii. A party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.</p>
<p><b>.7</b></p>	<p><b>Location</b></p> <p>The service shall be performed at such locations as are specified in Appendix - A hereto and, where the location of a particular task is not so specified, at such locations, as the Trust may approve.</p>
<p><b>.8</b></p>	<p><b>Authority of Member in Charge</b></p> <p>In case the Service Provider consists of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Service Providers' rights and obligations towards the Trust under this Contract, including without limitation the receiving of instructions and payments from the Trust.</p>
<p><b>.9</b></p>	<p><b>Authorized Representatives</b></p> <p>Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Trust or the Service Provider may be taken or executed by the officials specified in the SCC.</p>
<p><b>.10</b></p>	<p><b>Taxes and Duties</b></p> <p>Unless otherwise specified in the SCC, the Service Providers, Sub-contractors and personnel shall clear such taxes, duties, fees and other impositions as may</p>

	be levied under the Applicable Law including the existing service tax laws and Finance Act. The Trust is subjected for the deduction of TDS as levied by the Government from time to time as per the applicable law.
<b>.11</b>	<b>Indemnity</b> Formal legal acceptance of responsibility against damage or loss, as specified in <b>SCC Clause 1.11</b>
<b>.12</b>	<b>To appoint other Service Provider:</b> The Trust has the right to appoint other Service Provider/s for implementing the packages.
<b>Article 2</b>	<b>Commencement, Completion, Modification and Termination of Contract</b>
<b>.1</b>	<b>Effectiveness of Contract</b> This Contract shall come into force and effect on the date of the Trust's notice to the Service Providers instructing the Service Providers to begin carrying out the services mentioned in SCC.
<b>.2</b>	<b>Termination of Contract for Failure to Become Effective</b> If this contract has not become effective within such time period after the date of the Contract signed by the parties as shall be <b>specified in the SCC</b> , either party may, by not less than one (1) month's written notice to the other party, declare this contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.
<b>.3</b>	<b>Commencement of Services</b> The Service Provider shall begin carrying out the Services as shall be <b>specified in the SCC</b> .
<b>.4</b>	<b>Expiration of Contract</b> Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate as shall be <b>specified in the SCC</b> .
<b>.5</b>	<b>Entire Agreement</b> This contract contains all the necessary covenants, stipulations and provisions mutually agreed by the parties. No agent or representative of either party has

	<p>authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. This contract is framed with the mutual assent of both the parties.</p>
<b>.6</b>	<p><b>Modification</b></p> <p>Modification of the terms and conditions of this contract, including any modification of the Scope of the service, may only be made by written agreement between the parties. Pursuant to clause GCC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other party. Modifications shall be further subject to Conditions <b>Specified in the SCC.</b></p>
<b>.7</b>	<p><b>Force Majeure:</b></p> <p><b>a. Definition</b></p> <p>(a) For the purposes of this contract, <b>“Force Majeure”</b> means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s Subcontractors, agents, representatives or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p><b>b. No Breach of Contract</b></p> <p>The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such</p>

	<p>inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.</p> <p><b>c. Measures to be taken</b></p> <p>(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly given notice of the restoration of normal conditions as soon as possible.</p> <p>(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p><b>d. Extension of Time</b></p> <p>Any period within which a Party shall, pursuant to this Contract, Complete any Action or task, shall be extended for a period Equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p><b>e. Payments</b></p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, there shall not be any payment.</p> <p><b>f. Consultation</b></p> <p>Not later than thirty (30) days after the Service Provider as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<p><b>.8</b></p>	<p><b>Suspension</b></p> <p>The Trust may, by written notice of suspension to the Service Providers suspend all payments to the Service Provider as per the procedure laid out in EDC clause (SCC) i.e., Art 6(1)(2) hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the</p>

	nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period and in the manner <b>specified in the SCC</b> .
<b>.9</b>	<p><b>1. Termination</b></p> <p><b>a. By the Trust</b></p> <p>The Trust may, by not less than thirty (30) days written notice of termination to the Service Provider (except in the event listed in paragraph (f) below, for which there shall be only notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1, terminate this Contract</p> <p>(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Trust may have subsequently approved in writing.</p> <p>(b) If the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Service Provider submits to the Trust a statement which has a material effect on the rights, obligations or interests of the Trust and which the Service Provider knows to be false.</p> <p>(d) If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(e) If the Service Providers act to the contrary to the terms and conditions of this contract.</p> <p>(f) If the Trust, in its judicious discretion and for any reasons what so ever, decides to terminate this Contract.</p> <p><b>2. By the Service Provider</b></p> <p>The Service Provider may, by not less than thirty (30) days written notice to the Trust such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 2.9.2, terminate this Contract:</p>

- (a) If the Trust fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) If the Trust is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Trust of the Service Providers notice specifying such breach;
- (c) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Service for a period of not less than sixty (60) days; or
- (d) If the Trust fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.
- (e) If the Service Provider, in its sole discretion and for any reasons what so ever, decides to terminate this Contract.

### **3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Service Provider's obligation to permit the Trust or its designated representative for copying and auditing of Aarogyasri accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a party may have under the Applicable Law.

### **4. Cessation of Services**

Upon termination of this Contract by notice of either party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Trust, the Service Provider shall



	<p>proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.</p> <p><b>5. Payment upon Termination</b></p> <p>Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Trust shall make the following payments to the Service Provider.</p> <p>(a) Payments pursuant to Clause GCC 6 hereof for services satisfactorily performed prior to the effective date of termination;</p> <p>(b) Payments, expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and</p> <p>(c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.9.1 hereof, payments of any reasonable cost incident to the prompt and orderly termination of the Contract.</p> <p><b>6. Disputes about Events of Termination</b></p> <p>If either party disputes whether an event specified in paragraphs (a) through (e) of clause GCC 2.9.1 or in clause GCC 2.9.2 hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
<b>Article 3</b>	<b>Obligations of NWH</b>
<b>.1</b>	<p><b>a. Standard of performance</b></p> <p>The Service Provider shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this contract or to the services, as a faithful Service Provider to the Trust and shall at all times support and safeguard the Trust’s legitimate interests and its objectives in any dealings with subcontractor or Third parties.</p> <p><b>b. Law Governing Services</b></p> <p>The Service Provider shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any subcontractors as well as the personnel of the Service Provider and any</p>

	<p>subcontractors comply with the Applicable Law. The Trust shall notify the Service Provider in writing of relevant Trust manuals and the Service Provider shall, after such notification, follow the same.</p> <p><b>c. Scope of Services</b></p> <p>The Scope of services to be performed by the Service Provider is specified in the Appendix-A. The Service Provider shall provide the services specified therein in conformity with the conditions and time Schedule stated therein Service Level Agreements (SLAs).</p>
<p><b>.2</b></p>	<p><b>Conflict of Interests:</b></p> <p><b>i. Service Provider not to benefit from Commissions, Discounts, etc.</b></p> <p>The Payments of the Service Provider pursuant to Clause GCC 6 hereof shall constitute the Service Provider’s sole payments in connection with this contract or the services and, subject to Clause GCC 3.2.2 hereof, the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligation hereunder, and the Service Provider shall ensure that any subcontractors as well as the personnel and agents of either of them, similarly shall not receive any such additional payments.</p> <p><b>ii. Procurement Rules of Government</b></p> <p>If the Service Provider as part of the services, has the responsibility of advising the Trust on the procurement of goods, works or services, the Service Provider shall comply with any applicable procurement guidelines of the Government and shall at all times exercise such responsibility in the best interest of the Trust.</p> <p><b>iii. Prohibition of Conflicting Activities</b></p> <p>The Service Provider shall not engage, and shall cause their Personnel as well as their Subcontractors and their Personnel not to engage, either directly or indirectly, in any of the following activities:</p> <p>(a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and</p> <p>(b) After the termination of this Contract, such other activities as may</p>

	<p>be specified in the SCC.</p> <p><b>iv. Fraud and Corrupt Practices</b></p> <p>a. The Service Provider and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, unwanted/unnecessary surgical interventions / therapies against medical ethics and standard treatment protocols or restrictive practice (collectively the “<b>Prohibited Practices</b>”). Not with standing anything to the contrary contained in this Contract, the Trust shall be entitled to terminate this Contract forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Empanelment Process or before or after entering into of this Contract. In such an event, the Trust shall forfeit and appropriate genuine pre-estimated damages payable to the Trust towards, <i>inter alia</i>, the time, cost and effort of the Trust, without prejudice to the Trust’s any other rights or remedy hereunder or in law.</p> <p>b. Without prejudice to the rights of the Trust under sub clause (a) above and the other rights and remedies which the Trust may have under this contract, if the Service Provider is found by the Trust to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this contract, the Service Provider shall not be eligible to apply for empanelment during a period of 2 (two) years from the date the Service Provider is found by the Trust to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.</p> <p>c. For the purposes of sub clauses (a) and (b) above, the terms shall have the meaning <b>specified in SCC.</b></p>
<p><b>.3</b></p>	<p><b>Confidentiality</b></p> <p>The Service Provider, their Subcontractors, agents and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Trust work or operations, without</p>

	the prior written consent of the Trust. Other conditions are <b>specified in SCC</b> .
<b>.4</b>	<p><b>Liability of the Service Provider</b></p> <p>Subject to additional provisions, if any, <b>set forth in the SCC</b>, the Service Provider's liability under this Contract shall be as provided by the Applicable Law.</p>
<b>.5</b>	<p><b>Insurance to be taken out by the Service Provider</b></p> <p>The Service Provider (i) shall take out and maintain, and shall cause any subcontractors to take out and maintain, at their (or the subcontractors as the case may be) own cost but on terms and conditions approved by the Trust, insurance against the risks and for the coverage, as shall be specified in the SCC, and (ii) at the Trust request, shall provide evidence to the Trust showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.</p>
<b>.6</b>	<p><b>Accounting, Inspection and Auditing</b></p> <p>The Service Provider (i) shall keep accurate and systematic accounts and records with specific details in respect of the services hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time charges and cost. (ii) Shall keep an accurate records up to date of all patient data and medical records in accordance with standard medical practices, and (iii) shall permit the Trust or its designated representative periodically, and up to one (1) year from the expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Trust.</p>
<b>.7</b>	<p><b>Service Provider's actions requiring Trust's prior Approval</b></p> <p>The Service Provider shall obtain the Trust's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>a. Appointing or changing such members of the Personnel which has a bearing on the empanelment criteria;</li> <li>b. Entering into a subcontract for the performance of any part of the services, it being understood (i) that the selection of the Subcontractors and the terms and conditions of the subcontract shall have been approved in writing by the Trust prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Subcontractors</li> </ul>

	<p>and its personnel pursuant to this Contract;</p> <p>c. Any other action that may be <b>specified in the SCC</b>.</p>
<b>.8</b>	<p><b>Reporting Obligations</b></p> <p>The Service Providers shall submit to the Trust the reports and documents, in the form, in the numbers and within the time periods set forth in the relevant manual of the Trust.</p>
<b>.9</b>	<p><b>Furnishing of Copies of Medical records/ documents:</b></p> <p>All medical records, reports, and other documents prepared by the Service Provider for the Trust under this contract shall be copied and provided to the Trust in the capacity of a government agency in order to comply with the applicable law whenever required. Restriction about the future use of these documents, if any, shall be <b>specified in the SCC</b>.</p>
<b>.10</b>	<p><b>Equipment and Materials if any furnished by the Trust</b></p> <p>Equipment and materials if any made available to the Service Provider by the Trust shall be the property of the Trust and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Trust an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Trust's instructions. While in possession of such equipment and materials, the Service Provider unless otherwise instructed by the Trust in writing, shall insure them at the expense of the Service Provider in an amount equal to their full replacement value.</p>
<b>.11</b>	<p><b>Lease Agreement or Change of Management</b></p> <p>If the Service Provider sells, transfers, bequeath, mortgages, leases out or in any manner transfers management/ownership or control of the Service provider's hospital or the building in which the services are offered, this agreement shall remain effective and valid for the full contract term upon the new owner/management of the Network Hospital taking over and the new owner/management shall be bound by this contract as if signed by him.</p> <p>The EDC is the competent authority to verify any matter related to the Service Provider in the clauses mentioned supra, and to take a decision on consideration/continuation of the contract agreement with new management/Service Provider on case to case basis depending upon the</p>

	<p>circumstances and the situation in the best interests of the Trust and its objectives. The decision of the EDC is binding upon the parties and the conditions narrated in the SCC (8.2 clause) are applicable.</p> <p>The Service Provider shall intimate any such change to the Trust at least 30 days prior to such transfer with a copy of contract or transfer deed.</p> <p>The new owner/management shall submit revised certificate of registration and enter into a supplementary agreement / agreement with the Trust on the same terms and conditions.</p>
<p><b>.12</b></p>	<p><b>General Provisions</b></p> <ol style="list-style-type: none"> <li>i. The Service Provider undertakes that it has all the required facilities for performing the enlisted surgeries/ procedures/ therapies per applicable law, empanelment guidelines of Trust, and the Trust manual. The service provider shall continue to all the empanelment criteria as confirmed through the application of Appendix-D at <a href="http://www.ehf.gov.in">www.ehf.gov.in</a> during the course of the contract, failing which the contract shall stand terminated.</li> <li>ii. The Service Provider shall ensure that the documentation of Aarogyasri patients is done using standard formats supplied.</li> <li>iii. The first point of contact for all the patients (both OP &amp; IP) covering under the scheme shall be the Aarogyamithra positioned at the reception of NWH except in cases of emergency. Provided that all beneficiaries under this scheme of the trust covered by this agreement, entering the NWH premises shall be treated under this scheme</li> <li>iv. Any payment received from the patient beneficiary shall be refunded to the patient before their discharge from the hospital and evidence should be submitted.</li> <li>v. The Service Provider shall adhere, obey and strictly follow the ‘Eligibility Criteria for Empanelment of Hospitals’ and undertakes to abide by the same. The Service Provider warrants that it has all the requirements of Empanelment i.e., Infrastructure requirements, Equipment requirements, Manpower requirements, Services requirements etc.</li> <li>vi. The Service Provider agrees shall possess and submit the declaration of the</li> </ol>

	<p>ownership of the hospital as per registration under (Company/ Trust/ Society), premises and equipment. In case of lease of the hospital premises, the Provider agrees to submit Registered Lease Deed and its renewal from time to time.</p> <p>vii. The NWH shall follow and act within the purview and in accordance with the AP Allopathic Medical Care Establishments Act; PNDT Act (Wherever applicable) and as per the Rules of Medical Council of India, GOs and the applicable law from time to time. The NWH and its personnel shall firmly follow, abide and stick to the moral and code of Medical Ethics under all circumstances.</p> <p>viii. The Service Provider agrees not to sell/ transfer/ lease or otherwise close down the NWH without prior intimation to the AHCT. In case of any sale /transfer/lease the NWH shall take steps for de-empanelment of the NWH from the Aarogyasri Scheme and covenants to provide treatment to the existing beneficiaries till completion of required treatment and also in facilitating Follow-up treatment to the eligible Aarogyasri beneficiaries as per follow-up packages.</p> <p>ix. The Service Provider undertakes that it shall neither entertain nor submit the false evidences for diagnosis or treatment or surgery or manipulate any medical records (fraudulent/ forged documents) or submit false claims. In the event of any false records or claims being submitted by the NWH, Trust shall have the liberty to take legal and criminal action against the offenders including the NWH.</p> <p>x. Other obligations of NWH are <b>specified in SCC</b></p>
<b>Article 4</b>	<b>Service Provider's Infrastructure, Equipment, Personnel and Subcontractors</b>
<b>.1</b>	<p><b>General</b></p> <p>The Service Provider shall employ and provide such qualified and experienced Personnel and sub-contractors as are required to carry out the Services.</p>
<b>.2</b>	<p><b>Description of Personnel</b></p> <p>i. The title, agreed job description, minimum qualifications and estimated period of engagement in the carrying out of the Service are described in Appendix-A.</p>

	<p>ii. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of key personnel set forth in relevant manual of the Trust, may be made by the Service Provider by written notice to the Trust, and</p> <p>iii. Any other such adjustments shall only be made with the Trust written approval.</p>
<b>.3</b>	<p><b>Approval of Personnel</b></p> <p>The key personnel and subcontractors listed by speciality as well as by name in the Scrutinized online empanelment application are hereby approved by the Trust. Any subsequent changes shall be made after approval of the Trust.</p>
<b>.4</b>	<p><b>Approval of Infrastructure and Equipment</b></p> <p>The key infrastructure and equipment listed for speciality services as well as for general services in the Scrutinized online empanelment application are hereby approved by the Trust. Any subsequent changes shall be made after approval of the Trust.</p>
<b>.5</b>	<p><b>Replacement of Personnel:</b></p> <p><b>i.</b> Except as the Trust may otherwise agree, no changes shall be made in the Key Personnel i.e., MD/CEO of the hospital, MEDCO. If, for any reason beyond the reasonable control of the Service Provider it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement to a person of equivalent or better qualifications. The procedure of change of MD/ CEO prescribed herein shall be followed.</p> <p><b>ii. Liability of Service Provider:</b> If the Trust (i) finds that the NWH or any of the Personnel has committed serious misconduct or ethical wrong or has been charged with having committed a criminal action and negligence, deficiency of service, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall be held liable and are answerable to Courts, Forums upon their own responsibility.</p>
<b>.6</b>	<p><b>Coordinator(s):</b></p> <p><b>If required under SCC,</b> the Service Provider shall ensure that at all times during the Service Provider’s performance of the Services, a coordinator(s), acceptable to the Trust, shall be coordinating the performance of such Services.</p>
<b>Article 5</b>	<p><b>Obligations of the Trust:</b></p>



<b>.1</b>	<b>Assistance and Exemptions:</b> Unless otherwise specified in the SCC, the Trust shall use its best efforts to all reasonable assistance as may be <b>specified in the SCC</b> .
<b>.2</b>	<b>Access to Software application:</b> The Trust warrants that the Service Provider shall have, free of charge, unimpeded access to the relevant module(s) of the software application of Trust in respect of which access is required for the performance of the Services.
<b>.3</b>	<b>Changes in the Applicable Law:</b> If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the expenses otherwise payable to the Service Provider under this Contract shall remain the same and subject to the ceiling amounts specified in Clause GCC 6.1(b).
<b>.4</b>	<b>Services and Facilities of the Trust:</b> The Trust shall make available to the Service Provider and the Personnel, for the purpose of any training and free of any charge, the training facilities at the times and in the manner specified by the Trust.
<b>.5</b>	<b>Payment:</b> In consideration of the Services Performed by the Service Provider under this contract, the Trust shall make to the Service Provider such payments and in such manner as is provided by Clause GCC 6 of this Contract.
<b>.6</b>	<b>Counterpart Coordinator(s):</b> The Trust has made available to the Service Provider, and free of charge, counterpart coordinator(s) on behalf of the Trust. The specified counterpart coordinators are <b>given in SCC</b> .
<b>.7</b>	Other obligations of Trust are <b>specified in SCC</b>
<b>Article 6</b>	<b>Payments to the Service Provider:</b>
<b>.1</b>	<b>Packages</b> a) The definition of package is <b>specified in SCC</b> b) Except as may be otherwise agreed under Clause GCC 2.6 payments under this Contract shall not exceed the ceilings <b>specified in the SCC</b> .
<b>.2</b>	<b>Payments:</b>

	<p>a) Subject to the ceilings specified in Clause GCC 6.1(b) hereof , the Trust shall pay to the Service Provider Payments as set forth in Clause GCC 6.2 (b).</p> <p>(b) Payments shall be determined on the basis of satisfactory performance of the identified procedures as per standard medical practice after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, <b>in the SCC.</b></p>
<b>.3</b>	<p><b>Currency of payment:</b></p> <p>a) Payments shall be made in Indian Rupees.</p>
<b>.4</b>	<p><b>Mode of Billing and Payment:</b></p> <p>Billings and payments in respect of the services shall be made as follow:</p> <p>i. As soon as practicable and not later than ninety (90) English calendar days after the discharge of the patient, during the period of the services, the Service Provider shall submit a claim to the Trust, accompanied by appropriate supporting materials, indicating the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such claim. Each claim shall be settled as specified in SCC.</p> <p>ii. The Trust shall cause the payment of the Service Provider within seven (7) working days after the receipt by the Trust of such claim with supporting documents by way of single payment.</p> <p>iii. The Services shall be deemed completed and finally accepted by the Trust and the claim shall be deemed approved by the Trust as satisfactory ninety (90) English calendar days after receipt of the claim by the Trust unless the Trust within such ninety (90) days period gives notice to the Service Provider specifying in detail deficiencies in the services / supporting documents produced. The Service Provider shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Trust has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Service Provider to the Trust within thirty (30) days after receipt by the Service Provider of notice thereof. Any such claim by the Trust for reimbursement must be made within twelve (12) English calendar months after receipt by the Trust of a claim approved by the Trust in accordance with the above.</p>

	iv. All payments under this contract shall be made to the accounts of the Service Provider <b>specified in the SCC.</b>
<b>Article 7</b>	<b>Fairness and Good Faith:</b>
<b>.1</b>	<b>Good Faith:</b> The parties hereby undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.
<b>.2</b>	<b>Operation of the contract:</b> The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly and judiciously (to act skilfully with discretion, wisdom and prudence) as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause GCC 8 hereof.
<b>Article 8</b>	<b>Settlement of Disputes:</b>
<b>.1</b>	<b>Amicable Settlement:</b> The parties shall use their best efforts to settle amicably all disputes or contentions arising out of or in connection with this contract or the interpretation thereof.
<b>.2</b>	<b>Dispute Settlement:</b> i. Any dispute between the parties arising under or related to this SCA that cannot be settled amicably may be referred to by either party to the Arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996 or other rules as may be mutually agreed. ii. The parties herein fully understands that the option of approaching the court of law is only after the exhaustion of remedy through the above Arbitration but not before it in accordance with the provisions specified in the SCC.
<b>Article 9</b>	<b>Disciplinary Actions:</b>
<b>.1</b>	Any deficiency in service by the empanelled hospitals or non-compliance of

	<p>the provisions of SCA will be scrutinized by the Empanelment Disciplinary Committee (EDC) constituted as per the Aarogyasri Health Care Trust Resolution No. 134/ 2009 comprising of representatives from the Trust shall make deliberations and <b>suspend/ delist/ stop payments/Seek Bank Guarantee as Security</b> or take any other appropriate action i.e., imposing of <b>Exemplary Penalty up to Ten Times</b> against erring NWHs for their acts of Omissions and Commissions by virtue of Board Resolution No. 234/ 2011, based on the nature of the complaint against the Service Provider. In addition to this empanelled hospitals who are resorting to irregularities or misuse shall be blacklisted and entire amount recovered besides launching criminal action as per 5 (5.1)(b) of GOMs No. 174, dated 01.11.2013 issued by HM&amp; FW (M2) department. The Service Provider shall abide by the decisions made by the EDC and Trust as <b>specified in SCC.</b></p>
<b>Article 10</b>	<b>Scheme</b>
<b>.1</b>	<ul style="list-style-type: none"> <li>i. The scheme that the NWH shall service <ul style="list-style-type: none"> <li>a. Employees Health Scheme</li> </ul> </li>   <li>ii. The guidelines and the norms for the scheme is available in the manual on the Trust website as amended from time to time and in the relevant GOs issued by the Government. See SCC for further d</li> </ul>

## SPECIAL CONDITIONS OF CONTRACT

Article 1	General Provisions:
<b>.4</b>	The language shall be English
<b>.6</b>	<p><b>The addresses are:</b></p> <p style="padding-left: 40px;">For the Trust:</p> <p style="text-align: right; padding-right: 40px;">Aarogyasri Health Care Trust, Door No. 8-2-293/82/a/ahct, Road No: 46, Jubilee Hills, Hyderabad - 500033</p> <p style="padding-left: 40px;">Attention:</p> <p style="text-align: right; padding-right: 40px;">Telephone No.: 91-040-27654107 Fax : 91-040-27654107 E-mail: <a href="mailto:ceo@aarogyasri.gov.in">ceo@aarogyasri.gov.in</a></p> <p style="padding-left: 40px;">For the Service Provider:</p> <p style="padding-left: 40px;">Attention:</p> <p style="text-align: right; padding-right: 40px;">Telephone No.: Fax: E- mail:</p> <p><b>Notice will be deemed to be effective as follows:</b></p> <p>i. In the case of personal delivery or registered mail, on delivery;</p> <p>ii. In the case of facsimiles, 02 days (48) hours following confirmed transmission.</p> <p>iii. In the case of communication, intimating through Trust portal.</p>
<b>.8</b>	The Service Provider is a single entity.
<b>.9</b>	<p><b>The Authorized Representatives are:</b></p> <p>For the Trust: The District Coordinator, Aarogyasri Health Care Trust representing CEO, AHCT.</p> <p>For the Service Provider: The Managing Director/Medical Superintendant/CEO/COO.</p>
<b>.10</b>	The package price payable by the Trust to the Service Provider shall be subjected to statutory tax deductions at source (TDS) at applicable rates. The Trust shall issue a TDS certificate to the Service Provider for all TDS deducted and Service Provider agrees that such certificate may be issued periodically.

	<p>The TDS certificate shall be provided by the Trust to the Service Provider within one month of the expiry of the relevant financial year.</p>
<p><b>.11</b></p>	<p>The Service Provider is aware that this Contract has arisen for the purpose of implementation of the Employee Health Scheme to provide comprehensive health care to all government employees, pensioners and their dependent family members as per GOMs 174, dated 01.11.2013 in Districts of Andhra Pradesh and accordingly the Service Provider shall under no circumstance charge or seek any payment from the beneficiaries but will look only to for indemnity, and that too only to the package amount specified in respect of procedures referred to earlier and agreed to under this Contract. Signature or the LTI of the patient / Beneficiary will be obtained on the discharge form. The Service Provider shall be covered by proper indemnity policy including errors, omission and professional indemnity and agrees to keep such policies in force during entire tenure of the agreement.</p> <p style="text-align: center;"><b>a. Acts of Commissions and Omissions by NWH:</b></p> <p>The Provider shall be responsible for all commissions and omissions in treating the patients referred under the Scheme and will also be responsible for all legal consequences that may arise. Trust shall not be held responsible for the choice of treatment and outcome of the treatment or quality of the care provided by the Provider and should any legal complications arise and is called upon to answer, the provider indemnify to pay all such legal expenses and consequent compensation, if any.</p> <p style="text-align: center;"><b>b. Deficiency in Services:</b></p> <p>The Service Provider admits and agrees that if any claim arises out of alleged deficiency in service on their part or on the part of their men or agents, then it will be the duty of the Service Provider to answer such claim. In the unlikely event of Trust being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with the Service Provider, then the Service Provider will step in and meet such liability on their own.</p> <p style="text-align: center;"><b>c. Treating Doctor and NWHs responsibility:</b></p> <p>The mere Preauthorization approval of case by Trust based on the data</p>

	provided by the Network Hospitals shall not be construed as final medical opinion with regards to Diagnosis & Treatment of choice. The treating Doctor & Network hospital shall be solely responsible for the final diagnosis of disease, choice of treatment employed and outcome on such treatment.
<b>.12</b>	Trust reserves the right to appoint other service provider/s for implementing the packages envisaged herein and the service provider shall have no objection for the same.
<b>Article 2</b>	<b>Commencement, Completion, Modification and Termination of Contract:</b>
<b>.1</b>	The effectiveness conditions are the following: i) The Service Provider shall be empanelled by the Trust ii) The Service Provider shall have in place all the qualified medical and para-medical staff. iii) <b>This contract acts retrospectively w.e.f 05.12.2013 from the date of launching of the scheme as applicable to the hospitals as per their respective declaration.</b> iv) <b>The newly empanelled hospitals will come under the scheme from the date of the signing of the present service contract agreement.</b>
<b>.2</b>	The time period shall be fifteen (15) days.
<b>.3</b>	The time period shall be zero.
<b>.4</b>	The time period shall be for <b>ONE YEAR</b> subject to the condition that it is understood and agreed between the parties that the term of this agreement shall be automatically extended, on the existing terms and conditions, by a period of 3months unless expressly terminated by the Trust through a letter in writing, or by a new agreement between the parties.

<p><b>.6</b></p>	<p><b>(a) Addendum:</b></p> <p>The Trust and the Service Provider upon mutual consent shall be entitled to carry the addendum through separate addition to this SCA with a view to modify, alter, ratify or add to the existing clauses of this SCA in such manner and to such extent as they may consider expedient in the interest of and for the purpose of the Trust.</p> <p><b>(b) Circulars/GOs:</b></p> <p>The service provider shall earnestly abide and adhere to the circulars, Guidelines, instructions, notifications of the Trust and GOs issued by the Government from time to time. The same shall be binding upon the NWH.</p> <p><b>(c) Guidelines:</b></p> <p>The Service Provider agrees to follow all the guidelines in rendering the services to EHS patients as part and parcel of this SCA. The Service Provider also agrees to follow and adhere to the guidelines issued by the Trust from time to time.</p> <p><b>(d) Entering into documentation:</b></p> <p>The Service Provider hereby agrees to enter into any Agreement, Contract or Documentation with AHCT as and when such need arises in the interest of the Trust and its Scheme.</p>
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.7	None
.8	Suspension results in stoppage of registration of fresh patients
.9	None
<b>Article 3</b>	<b>Obligations of Network Hospital</b>
.2	<p>(i) <b>“Corrupt Practice”</b> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Trust who is or has been associated in any manner, directly or indirectly with Empanelment Process or Package Price fixation process or dealing with matters concerning the contract or empanelment guidelines before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Trust, shall be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or engaging in any manner whatsoever, whether during the Selection Process or after the empanelment or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Scheme or the empanelment or the contract, who at any time has been or is a legal, financial or technical adviser in relation to any matter concerning the Scheme;</p> <p>(ii) <b>“Fraudulent practice”</b> means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;</p> <p>(iii) <b>“Coercive practice”</b> means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Empanelment Process or the exercise of its rights or performance of its obligations by the Trust under this contract;</p>

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

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

(vi) **Malpractices/Unethical acts:**

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

- A) Collection of money from EHS beneficiaries
- B) Deficiency of services
- C) Engaging middle men
- D) Rejection of services to EHS patients
- E) Mobilizing EHS patients by fraudulent means to network hospitals
- F) Fraudulently luring the patients from other hospitals and shifting them at their choice of hospitals, through brokers, agents and marketing executives etc.
- G) Payment of commissions or percentage by NWHS to primary health care`s staff or Trust field staff for gaining undue favours.
- H) Unauthorised shifting of EHS patients to other hospitals.
- I) Discontinuing the required treatment to EHS beneficiary.
- J) Fraudulent and fake pre-authorisations.
- K) Fraudulent claims
- L) Creating and using bogus and forge documents
- M) Referral cases with wrong guidance
- N) Misguiding the patients by giving wrong guidance
- O) Inhuman behaviour against the Aarogyasri beneficiary
- P) Resorting to irregularities or miscues.

	<p>The NWH shall neither encourage such illegal and unjust activities nor shall act or commit the same. The Trust on the other hand shall enquire/inspect the same when it is brought to its notice and initiate disciplinary actions against the NWH and appropriate action including civil and criminal actions as per law against the guilty/culprits.</p>
<p>.3</p>	<p>The Service Provider agrees to protect the confidentiality of the patient data including that of the clinical photographs and take due care to follow the standard medical practices while obtaining such photographs. Under no circumstances can the Trust be held responsible for lapse in confidentiality and protecting the information of the patient in the hospital.</p>
<p>.4</p>	<p><b>a. Limitation of the Service Provider’s Liability towards the Trust:</b></p> <p>(a) Except in case of gross negligence or wilful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the services, the Service Provider, with respect to damage caused by the Service Provider to the Trust property (Kiosks, technical data, documents and infrastructure of the Trust) shall not be liable to the Trust:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for fees made or expected to be made to the Service Provider hereunder, or (B) the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(iii) This limitation of liability shall not affect the Service Provider’s liability, if any, for loss to beneficiaries caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services.</p> <p><b>b. Statute of Limitations:</b></p> <p>The parties agree and intend that any action in relation to an alleged breach of this contract shall be commenced within one year to the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred. However it is subjected to the decision of the Court of Forum in the above matter.</p>

**c. Waiver:**

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

**d. Liability of Claim/ Suit/ Disciplinary actions:**

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

**e. Cyber Crimes:**

In case of any detection of cyber crime or other crimes related to the scheme and trust and the matters connected thereto then either party shall bring the notice of the same to the other, conduct an enquiry within seven days and shall register the complaint in the police station within jurisdiction and pursue the complaint to punish the culprits.

**f. Lodging of Police Complaint:**

The service Provider shall not entertain or encourage middlemen, brokers or imposters for processing empanelment, pre-authorization, claim settlements and disciplinary matters of the Trust or the matters related to the Trust. In such an event of undue interference by the vested interests the NWH shall lodge a complaint with the nearest police station under intimation to the Trust and follow the same scrupulously. The NWH understands that the workflow process in the Trust operates through online and there is no scope for influence from any outside elements. Further the criminal action can be initiated against the erring hospitals, in case they resort to cheating, fraud, irregularities and misuse of the scheme.

**g. Severability:**

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

<b>.5</b>	<b>None</b>
<b>.6</b>	<b>None</b>
<b>.7</b>	<b>None</b>
<b>.8</b>	<b>None</b>
<b>.9</b>	The Service Providers shall not use these documents for purposes unrelated to this Contract without the prior permission / intimation of the Trust. i.e., Conferences, Workshops, Seminars etc. The judiciary and quasi- judicial authorities within India are exempted under this clause.
<b>.10</b>	None
<b>.11</b>	As per term 11.15 of Aarogyasri Trust at appendix –A as amended from time to time.
<b>.12</b>	<ul style="list-style-type: none"> <li><b>i.</b> Obligations of the NWH as per term 11 of Aarogyasri Trust manual February- 2013 at appendix –A as amended from time to time.</li> <li><b>ii.</b> The list of empanelled specialities is at appendix-B for which the NWH shall render services cashless under the scheme.</li> </ul>
<b>Article 4</b>	<b>Service Provider’s Infrastructure, Equipment, Personnel and Subcontractors:</b>
<b>.6</b>	<p>The person(s) designated as MEDCO shall act as a representative of NWH for facilitating cashless treatment to all beneficiaries.</p> <p><b>MEDCO duties</b></p> <ul style="list-style-type: none"> <li>a. Submitting and answering queries relating to preauthorization and claims.</li> <li>b. Settle the grievances of the patients and communicate with the Trust.</li> <li>c. The detailed duties and responsibilities of MEDCO shall be specified in scheme manuals at Trust website.</li> </ul>

<b>Article 5</b>	<b>Obligations of the Trust:</b>
<b>.1</b>	None
<b>.2</b>	None
<b>.3</b>	None
<b>.4</b>	None
<b>.5</b>	None
<b>.6</b>	<p>Counterpart co-ordinators are the Aarogyamithras, Team Leaders, District Manager and District Coordinator on behalf of the Trust at district level.</p> <p><b>Aarogyamithra</b> shall identify beneficiary, follow preauth, monitor cashless treatment, escort the patient, resolve grievances and communicate with the NWH on behalf of the Trust.</p> <p><b>District Co-ordinator</b> shall monitor the cashless and quality treatment, organise health camps, inspect Network Hospital, communicate with NWH and resolve grievances.</p>
<b>.7</b>	<p>i. The provisions and guidelines in implementation manuals shall be prospective.</p> <p>ii. The Trust shall adhere to the time lines and SLAs under this agreement.</p> <p>iii. The Trust shall accept the diagnosis and line of treatment if the choice of management is being followed as per the standard medical protocols and duly supported by online evidences as enlisted in the manual.</p> <p>iv.</p>
<b>Article 6</b>	<b>Payments to the Service Provider</b>
<b>.1</b>	<p><b>a. Packages</b></p> <p><b>Package definition:</b> As per term 21 of Aarogyasri Trust manual March, 2013 as amended from time to time.</p> <p><b>b. Follow Up Packages:</b> As per term 22 of Aarogyasri Trust manual March, 2013 at Appendix –A as amended from time to time.</p>
<b>.1 b</b>	See in Annexure - C
<b>.2 b</b>	The prices for Employees Health Scheme as per Annexure-C

<b>.3</b>	None
<b>.4</b>	<p><b>a. Claims:</b> The claim process is subject to term 13 of Trust manual March, 2013 as amended time to time.</p> <p><b>b. Enhancement of Packages:</b>  Enhancement of package may be considered in certain cases where hospitals have to attend to associated diseases not packaged under Aarogyasri in the same patient, extended surgeries in certain situations and extended stay on account of unrelated complications. The enhancements will be subject to guidelines at term 23 of Trust manual March, 2013 at Appendix-A as amended time to time.</p>
<b>.4d</b>	<p>The payments shall be made online to the Current Account bearing Name _____ no.  _____IFSC code _____ of Bank  _____Branch_____.</p>
<b>Article 7</b>	None
<b>Article 8</b>	<b>Settlement of disputes</b>
<b>.1</b>	<b>None</b>
<b>.2</b>	<p><b>Procedure of Arbitration</b></p> <p>1. If any dispute arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement then the understated procedure may be followed:</p> <p><b>a)</b> At the first instance the parties shall refer such dispute to their respective CEO/ COO/ MD/ Superintendent/ Chairman/ CMD for resolution.</p> <p><b>b)</b> In the event the above authorities of the respective institutions are unable to resolve the dispute within 30 days of it being referred to them, then either party may refer the dispute for resolution a committee of arbitration consisting of three Arbitrators, one to be appointed by NWH, one is Director of Medical Education, third is CEO of AHCT as Head.</p> <p>The Arbitration shall be held in Hyderabad, India and the proceedings shall be in Telugu.</p> <p>The Arbitrator(s) shall make a reasoned award (the AWARD). Any award</p>

	<p>made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the parties as from the date it is made and the Service Provider and the Trust agree and undertake to carry out such Award without delay.</p> <p>The contract and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.</p> <p>The arbitration award shall be subject to the jurisdiction of A.P high court at Hyderabad. No matter pertaining to claim rejection repudiation or disciplinary action shall be brought for arbitration.</p>
<b>Article 9</b>	<b>Disciplinary actions</b> As per term 8 of Aarogyasri Trust manual as amended from time to time



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

<b>SNo</b>	<b>Service Level Agreements (SLA)</b>	<b>Time, Term</b>
1	Registration to OP/IP Conversion	24 Hours from the conclusion of diagnosis
2	IP to Preauthorization submission	3 Days
3	Updation of Preauthorization pending cases without invasive diagnostic procedures	6 Hours
4	Updation of Preauthorization pending cases requiring invasive diagnostic procedures / Special investigations	3 Days
5	Online on-bed status updation by MEDCO	Daily
6	Clinical notes updation in Case sheet (Physical /Online)	Daily
7	Preauthorization approval to Surgery/ Procedure done for emergency approvals	6 Hours
8	Online updation of surgery notes	24 Hours
9	Online updation of discharge documents (Satisfaction acknowledgement, Transport acknowledgement, Discharge summary)	1 Hour prior to Discharge
10	Provision of timely & quality food	As prescribed
11	Online Updation by MEDCO after registration of patient for Follow up service	1 Hour
12	Online updation of Follow-up treatment	24 Hours
13	Payment of transportation charges	Along with Discharge
14	Resolution of complaints Logged into MEDCOs Ac	2 Days
15	Time between Preauthorization and Surgery done	15 days
16	Time between initiation of preauthorization by the Service Provider as per manual and approval by Trust	6 Hrs
17	Time between proper updation of preauthorization	6 Hrs

	queries and approval by the Trust	
18	Enhancement approvals (provided submission of all the necessary documents & updating pending remarks within 48 Hrs if any)	4 days
19	Claim settlements after submission of all the necessary documents	7 days
20	Response to claim queries raised by Trust	90 days subject to maximum of 60days after end of financial year.
21	Final settlement of Claims after discharge	Within 60 days after final updation from the hospital

### List of Specialties Empanelled

S.NO	Code	Specialities	Hospital	Inspection	EDC	S.NO	Code	Specialities	Hospital	Inspection	EDC
1	S1	General Surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17	S17	Prostheses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	S2	ENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18	M1	Critical care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	S3	Ophthalmology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19	M2	General Medicine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	S4	Gynaecology&Obstetrics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20	M3	Infectious Diseases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	S5	Orthopaedics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21	M4.1	Paediatric Intensive Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	S6	Surgical Gastroenterology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22	M4.2	Neonatal Intensive care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	S7	Cardio Thorasic surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23	M4.3	Paediatric General	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	S8	Pediatric Sugery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24	M5	Cardiology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	S9	Genito Urinary surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25	M6	Nephrology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	S10	Neuro surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26	M7	Neurology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	S11	Surgical Oncology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27	M8	Pulmonology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	S12	Medical oncology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28	M9	Dermatology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	S13	Radiation Oncology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29	M10	Rheumatology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	S14	Plastic Surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30	M11	Endocrinology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	S15	Polytrauma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31	M12	Gastroenterology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	S16	Cochlear Implantation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

**APPENDIX – D: FILLED UP APPLICATION FOR EMPANELMENT SUBMITTED BY THE SERVICE PROVIDER.**

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

Place:

Service Provider

Dated:

AHCT

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