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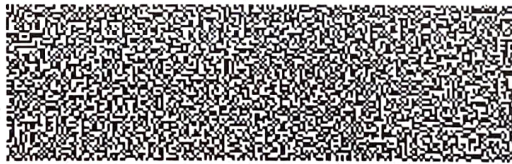
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MEMORANDUM OF UNDERSTANDING
SUVARNA AROGYA SURAKSHA TRUST (SAST)

This Agreement made in Bangalore this day 1/4/2022 of Adichunchanagiri Hospital & Research Centre, B G Nagara between Suvarna Arogya Suraksha trust, a trust incorporated under the Indian trusts Act, 1882 and having its Registered Office at 7th Floor, Arogya Soudha, Binnipet, Keshavanagar, Magadi Road, Bangalore - 560023 hereinafter referred to as "TRUST" represented by Executive Director,

MEDICAL SUPERINTENDENT
ADICHUNCHANAGIRI HOSPITAL &
RESEARCH CENTRE
Statutory No. 571449

ಕಾರ್ಯಕಾರಿ ನಿರ್ದೇಶಕರು
ಸುವರ್ಣ ಆರೋಗ್ಯ ಸುರಕ್ಷಾ ಟ್ರಸ್ಟ್
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Suvarna Arogya Suraksha Trust, which expression shall unless it is unacceptable to the context or meaning thereof shall deem to mean and include its successors and assignees of the ONE PART .

AND

Adichunchanagiri Hospital & Research Centre and having its establishment

at B G Nagara – 571448, Nagamangala Taluk, Mandya Dist., hereinafter referred to as Network Hospital (NwH) represented by MD/CEO /SAST which expression shall unless it is unacceptable to the context or meaning thereof be deemed to mean and include its successors and assignees of the OTHER PART. This agreement is for **a period of 3 years and will be in force till 31/03/2025** or until otherwise terminated, as provided for in this MOU, and shall be renewed as per the provisions in Annexure-6 (1.1 of Principles of empanelment - Empanelment Criteria) of the Government Order No. HFW 69 CGE 2018, dated 15.11.2018.

All annexures to this MoU shall be part and parcel of the MoU

WHEREAS


- i. WHEREAS, the Trust is an independent nodal agency established by the Government of Karnataka for providing health care to identified beneficiaries through network hospitals throughout the State for specified surgeries / therapies.
- ii. Suvarna Arogya Suraksha Trust (SAST) is the State Health Agency that has been set-up/identified by the State Government for implementation of Ayushman Bharat – Arogya Karnataka (AB-ArK) in the State of Karnataka
- iii. NwH is a health care provider duly recognized and authorized by appropriate authorities to impart health care services to the public at large and is empanelled with SAST.
- iv. NwH has expressed its desire to join Ayushman Bharat-Arogya Karnataka network of NwHs and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under AB-ARK on terms and conditions herein agreed.

Objectives of Suvarna Arogya Suraksha Trust:

Suvarna Arogya Suraksha Trust is an autonomous Trust under the Department of Health and Family welfare, established as a special purpose vehicle to implement government health schemes in an efficient and effective manner in 2009.

Suvarna Arogya Suraksha Trust is authorized to implement health schemes following various modalities including Public private partnership model (PPP) with empanelled public and private hospitals.

Hospitals desirous of implementing Government health schemes have to get empanelled with Suvarna Arogya Suraksha Trust. They shall meet the empanelment criteria as per Government Order No. HFW 69 CGE 2018, dated 15.11.2018 of AB-ArK. This MoU is for those private hospitals that are found conforming to the empanelment criteria and have come forward to give health services to the public as per scheme guidelines.


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Nagamangala Tal. Mandya Dist.

Now this agreement witnessed as under:

Article 1: Definitions

Trust/ State Health Agency (SHA): Suvarna Arogya Suraksha Trust

Categorization of Patients:

- i) **Eligible patient:** A patient who is a resident of Karnataka State and belongs to "Eligible Household" as defined under the National Food Security Act, 2013; this category shall also include the beneficiaries listed in the SECC data and the enrolled members of the hitherto existing Rashtriya Swasthya Bhima Yojane.
- ii) **General patient:** A patient who is a resident of Karnataka State but does not come under the definition of "Eligible household" as defined under the National Food Security Act 2013, or does not produce the eligible household card.

Network hospital (NWH): Private hospitals empanelled under Ayushman Bharat-Arogya Karnataka Scheme with Suvarna Arogya Suraksha Trust.

MOU: Memorandum of Understanding between the trust & Empanelled hospital.

Health Services shall mean all services necessary or required to be rendered by the NwH under an agreement with the SHA.

Beneficiaries –Both eligible patients and general patients as defined in 1.2 above.

AB-ARK is an acronym for the integrated Ayushman Bharat – Arogya Karnataka scheme, managed and administered by SAST on behalf of Department of Family Health and welfare services, Government of Karnataka with the objective of reducing out of pocket healthcare expenses and improving access of Beneficiary Family Units to quality inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Public Health Institutes and private NwHs.

Appellate Authority shall mean the authority designated by SAST/State Health Agency, which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee/Empanelment and Disciplinary Committee (EDC) set up.

Claims means: Claims shall mean the cost or part cost of the procedure notified in the packages as approved by the preauthorization processing doctor that is received by the SHA after completion of treatment and discharge of the beneficiary and within the time notified for such procedures from an NwH online.

Claim Payment shall mean the payment of eligible Claims made to the Empanelled NwH for having provided health services under the scheme to a Beneficiary as defined in the GO.

Days shall be interpreted as calendar days unless otherwise specified.

Hospitalization shall mean any Medical Treatment or Surgical Procedure, which requires the Beneficiary to stay at the premises of an NwH for 24 hours or more including day care treatment as defined

ICU or Intensive Care Unit shall mean an identified section, ward or wing of Network Hospitals, which is under the constant supervision of dedicated Medical Practitioners and is specially equipped for the continuous monitoring and treatment of patients who are in critical condition, require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the general ward.

Medical Treatment shall mean any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, that is not a Surgical Procedure. Medical Treatments includes but not limited to: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicaemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract infection and other such diseases requiring Hospitalization.

MoHFW shall mean the Ministry of Health and Family Welfare, Government of India.

NHA shall mean the National Health Agency set up the Ministry of Health and Family Welfare, Government of India with the primary objective of coordinating the implementation, operation and management of Ayushman Bharat PMJAY. It will also foster co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments.

State Health Agency (SHA) refers to the SAST set up by the Department of Health and Family Welfare, Government of Karnataka for the purpose of coordinating and implementing the Ayushman Bharat – Arogya Karnataka in the State.

Package Rate shall mean the fixed maximum charges for a Medical Treatment or Surgical Procedure or any Follow-up Care that will be paid by the SHA, which shall be determined in accordance with the rates provided in this Contract.

Coverage : State shall provide health protection coverage of Rs. 5,00,000/- covering inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through Public Health Institutes and network hospitals (NwH). For the eligible AB-ArK Beneficiary Family Units and for the benefit limit for “General Patients” as defined in GO dated 15.11.2018 shall be 30% of the Government package rates, with overall annual limit of Rs. 1.50 lakh per family, per year on co-payment basis.

Service Area shall refer to State of Karnataka and the Neighbouring State empanelled network hospitals of Maharashtra and Andhra Pradesh included for the implementation of AB-ArK

Scheme shall mean the “Ayushman Bharat – Arogya Karnataka” scheme managed and administered by Suvarna Arogya Suraksha Trust (SAST), Department of Health and Family Welfare, Government of Karnataka.

Turn-around Time shall mean the time taken by the SHA in processing a Preauth/Claim received from an NwH and the time taken to process such preauth and claims by the SHA including the time required for getting the information and final decision of approval or denial of the Preauth/Claim.

The acceptable turn-around time for preauth is between 24 to 72 hours and claims process is between 15 to 21 days.

Arogya Mitra (AMs): First contact person for all the schemes of Suvarna Arogya Suraksha Trust, positioned in empanelled hospitals to assist beneficiaries to access the scheme and generally be the ears and eyes of SAST.

SAMCO-Suvarna Arogya Medical Co-ordinator: Doctor from the network hospital with at least MBBS qualification, to coordinate with the trust. SAMCO may be assisted by one or more Executives who are experienced in scheme administration.

Communication: All official correspondence by the NWH shall be through the SAMCO E-mail ID.

Regional Consultant: A doctor appointed by SAST at the regional level to monitor the activities of the Network hospital, District Co-ordinators and Arogya Mitras, in his/her jurisdiction on behalf of SAST.

District Co-ordinators: District level officer/Doctor appointed by SAST to coordinate with hospitals, AMs, beneficiaries and SAST.

IEC: Information, Education & Communication.

Benefit package rate: means the rate fixed as per Government order for different procedure codes.

Package inclusion : Consultation, diagnostics, hospital charges including ward charges , ICU, medicines, specialist services, medical services, procedure, complication if any, first follow up, food and one time end to end for cost of travel. In General patient, follow ups, food and travel costs is excluded.

SC/ST:For reserved category of SC/ST provisions.

Co-payment: That part of the published rates of the private hospital to be borne by the general patient, payable to the empanelled network hospital for his/her treatment after deduction of the financial assurance by the Government as per package rates.

AB-ArK ID: On successful enrolment based on Aadhaar authentication, a unique identity number, AB-ARK ID card is generated in PHIs or other designated centres which declares the eligibility and entitlement of the card holder having a health card called "Ayushman Bharat-Arogya Karnataka Card" that is provided to the patient at the enrolment counter on payment of a specified fee.

NABH: Accreditation at least Entry Level under National Accreditation Board for hospitals is mandatory to get empanelled under the scheme for Tertiary care.

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Empanelment: Process of empanelling new hospital and specialists through the online system as per the defined selection criteria with SAST.

De-empanelment: Any major deficiency and repeated deviation in service or non-compliance of the provisions of MOU would lead to termination of MOU and de-empanelment of hospitals.

DEC : District Empanelment Committee

SEDC : State Empanelment and Disciplinary Committee

EDC : State Empanelment and Disciplinary Committee

AADHAAR Card: Aadhaar is a 12-digit unique identification number issued by the Indian government to every individual resident of India (Unique Identification Authority of India -UDAI).

Ration Card: A ration card is a document issued under an order or authority of the State Government, as per the Public Distribution System, for the purchase of essential commodities from fair price shops.

Grievance Cell: Functioning in Ayushman Bharat-Arogya Karnataka to address any complaint from scheme beneficiaries or from the network hospitals regarding treatment under the scheme.

Call Centre: Helpline to provide information regarding schemes, benefits, hospital details and treatment, and collect beneficiary feedback.

Hospital Mortality Audit cell: Cell created at the network hospital to evaluate the cause of death of any scheme beneficiaries and address specific issues to reduce avoidable deaths and improve quality of patient care.

Infection control Committee : The hospital should constitute an Infection Control Committee with micro biologist as the head of the committee and the physician and Surgeon with para medical and staff nurse as members. Periodically they should conduct the Infection Control Committee meeting and the proceedings to be recorded and kept for an inspection.

Referral tie-up: mechanism and form used to refer patient from Public Health Institutes to empanelled hospitals for treatments not available at the referring hospital.

Tumour board: Board set up at the network hospital comprising of specialists from all three modalities of cancer treatment – surgical, medical and radiation oncology to decide the appropriate treatment of cancer patients.

National Portability : SECC family beneficiary patients identified by silver card and confirmed by BIS acquisition can be treated in all the Network hospital under NHA.

Jyothi Sanjeevini Scheme : Scheme is for the State Government employees and their dependents identified by HRMS data base of the Department of Personal and Administrative Reforms of Government of Karnataka (DPAR) and acquisition can be

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done at all the PHI and Network Hospitals under SHA without referral with no financial cap.

Entitlement of wards for patients under JSS:

Sl.no.	Basic pay	Category of wards/class or accommodation to which entitled
1	Upto Rs. 16000/- per month	General ward
2	Rs. 16001/- to 43,200/-	Semi Private ward
3	Rs. 43,201 and above	Private ward

HRMS : Government employees and their families are identified by the HRMS data maintained by the Department of E-Governance and online.

KGID : Karnataka Government Insurance number of the employees tagged with HRMS to identify the Government employee

Article 2: Term:

The agreement shall be valid for a period of three years. However, it is understood and agreed between the parties that the term of this agreement may be renewed periodically upon mutual consent of the Parties in writing, either by execution of a supplementary agreement or by exchange of letters.

Article 3: General Provisions:

: General Undertaking:

Service Provider shall ensure that it has all the required facilities and specialists for performing the enlisted surgeries / procedures / therapies as per empanelment criteria of Government Order No. HFW 69 CGE.2018, dated 15.11.2018 at Annexure – 1 herein.

Scope of services

- i. The NwH undertakes to provide the services to beneficiaries in a precise, reliable and professional manner conforming to the existing best practices and standards prevalent and to the satisfaction of SHA and in accordance with additional instructions issued by SHA in writing from time to time.
- ii. The NwH will extend priority admission facilities to the beneficiaries of the scheme.
- iii. The NwH shall provide treatment/interventions to beneficiary according to best medical practices existing and as per specified packages as per the rates mentioned in Benefit package list. The treatment/interventions to beneficiaries shall be provided in a complete cashless manner. Cashless means that for the required treatment/interventions as per package rates and no payment shall be collected from the beneficiary undergoing treatment/intervention or any of its family members till such time there is balance amount left in the sum.

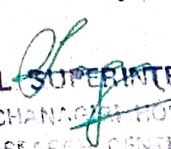
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iv. All hospitals empanelled for Ayushman Bharat – Arogya Karnataka scheme shall be deemed to be empanelled for Jyothi Sanjeevini Scheme also.

v. The following is agreed among the parties regarding the packages :

The charges payable to NwH for medical/ day care/surgical procedures/ interventions under the Benefit package will be no more than the package rate agreed by the Parties, during the validity of this MoU. The NwH shall be paid for the treatment/intervention provided to the beneficiary based on package rates determined as below:

- a. The Package Rate for a medical treatment or surgical procedure requiring Hospitalisation or Day Care Treatment (as applicable) is fixed as in **benefit packages** applicable in Annexure – 7, 8 and 9 of the G.O dated 15.11.2018.
 - b. If the Package Rate for any surgical procedure requiring Hospitalisation or Day Care Treatment (as applicable) is not listed in **benefit package**, but listed as Unspecified code (U1) then the SHA may pre-authorise an appropriate amount up to a limit of Rs. 1,00,000 to an eligible AB-ArK beneficiary, which should be duly approved by Executive Director, SAST. .
 - c. If the Package Rate for a medical treatment requiring Hospitalisation is listed in **benefit packages, in annexures – 7B, 8 & 9** herein the flat daily Package Rates for medical packages specified in **benefit packages** shall apply subject to pre-authorization from SHA.
 - d. In case the AB-ArK Beneficiary is required to undertake multiple surgical treatment, then the highest Package Rate shall be taken at 100%, there upon the 2nd treatment package shall be taken as 50% of Package Rate and 3rd treatment package shall be at 25% of the Package rate.
 - e. Surgical and Medical packages will not be allowed to be availed at the same time.
 - f. Certain packages as mentioned in Annexure-2A are reserved only for Public Health Institutes and packages mentioned in 2B through normal reserved for PHIs and can be availed in Private NwHs only after a referral from PHIs is made in the event of the PHIs not having the capacity and capability to conduct the procedures. (As per Government Order No. HFW 69 CGE 2018, dated 15.11.2018)
- vi. The NwH shall also endeavour to comply with the requirements of SHA to facilitate better services to beneficiaries e.g. providing for standardized billing, ICD coding or implementation of Standard Clinical and Treatment Protocols and any other provisions mandatory by statutory requirement both parties agree to review the same.
- vii. The NwH agrees to have bills audited on a case to case basis as and when necessary through SHA audit team. This will be done on a pre-agreed date and time.
- viii. The NwH will convey to its medical consultants to keep the beneficiary only for the required number of days of treatment and carry only the required investigation & treatment for the ailment for which he is admitted. Any other incidental investigation required by the patient on their own request needs to be approved separately by SHA and if it is not covered under the policy will not be paid by SHA.
- ix. NwH shall verify the patient's authenticity with a biometric reader.


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Maddur Tal. Mandya Dist.

The empanelled hospital has to provide space for Arogyamitra KIOSK for facilitating the beneficiaries within 30 days of the signing of the agreement. The KIOSK must be situated in the facility of the NWH in such a way that it is easily visible, easily accessible to the beneficiaries preferably in the reception/entrance

- a. The KIOSK will be equipped with all the necessary hardware and software as well as internet connectivity, as required to establish the identity of the AB-ArK beneficiary. As per the Specifications of necessary hardware and software provided.
- b. The KIOSK will be manned by an Arogya Mitra (AM) deployed by SAST for facilitating the beneficiaries and by providing biometric device for accessing the admissibility in the scheme.

The NWH shall provide space for the signage board adjacent or nearer to the main signage board of the hospital for display of the AB-ArK empanelment.

Conduct of Out-patient Services:

Network hospital shall designate one doctor from its staff with minimum qualification of MBBS as SAMCO as a one point contact for the scheme who shall co-ordinate with SAST for the scheme. His/her contact number shall be shared with SAST. Network Hospital agrees to facilitate referral patients of Ayushman Bharat-Arogya Karnataka Scheme.

- i. Emergency cases to be mandatorily accepted
- ii. NwH agrees to do general counselling for all OP (Outpatient) beneficiaries to ascertain their eligibility under AB-ArK scheme – advise patients to get referral
- iii. The first point of contact for all the beneficiaries (out-patient and in-patients) coming under the AB-ArK Scheme will be the Arogyamitra if positioned at network hospital/field level or SAMCO of the hospital.

Declaration by the beneficiaries regarding eligibility under the Scheme:

- i. NwH agrees to take a declaration and referral from PHIs wherever required from beneficiaries at the time of admission on the applicability or otherwise of Ayushman Bharat-Arogya Karnataka scheme. In emergency cases, beneficiaries may be allowed reasonable time, after stabilization of beneficiaries before discharge to claim benefit under Ayushman Bharat-Arogya Karnataka scheme.
- ii. In case of patients admitted for treatment listed under emergency care Annexure-4 to the Government Order mandatory documents such as BPL card, Adhaar card and/or AB-ArK card shall be sought only after stabilization. Treatment shall start immediately on priority.

Declarations and Undertakings of a NwH

- i. The NwH undertakes that they have obtained all the registrations/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.

- ii. The NwH undertakes to uphold all requirement of law in so far as these apply to him and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the central or the state govt. The NwH declares that it has never committed a criminal offence, which prevents it from practicing medicine and no criminal charge has been established against it by a court of competent jurisdiction.
- iii. The Network Hospitals are required to verify the genuinity of referral issued by PHIs and AB-ArK card before submitting to SAST system or AB-Ark system.

Online updation of Bed Occupancy:

- i. NwH agrees to update the bed occupancy under each category and each specialty for which hospital is empanelled, on a daily basis.
- ii. NwH agrees to follow all the guidelines in rendering the services to AB-ArK beneficiaries annexed hereto as part & parcel of this MOU in Annexure - 4. The NwH also agrees to follow and adhere to the guidelines issued by the Government/Trust from time to time.
- iii. NwH agrees to follow and adhere to the ON-LINE workflow of the AB-ArK Scheme in providing services to its beneficiaries. (Refer do's and don'ts)

Circulars / Notifications: All circulars / notifications issued by the trust at a date after signing but before the close of MOU shall be deemed as part and parcel of this agreement.

All directions of the Trust Board, Executive Committee and EDC shall be complied to in full.

Hospital Management and Service Details:

- An affidavit from the hospital management is to be submitted authorising the signatory to the MoU
- Hospital ownership details are to be disclosed while empanelling in the hospital.
- Any changes in hospital infrastructure, management, ownership is to be brought to the notice of SAST at the earliest, without fail.
- Informing SAST prior to leasing or complete outsourcing of hospital services during empanelment period and obtaining NOC from SAST is mandatory.
- Empanelled hospital should mandatorily empanel all the speciality services available with them otherwise all specialities are deemed to be empanelled. Partial empanelment for selective speciality is not allowed.

Article: 4 Action by Suvarna Arogya Suraksha Trust

4.1 Declaration by the NwH about tie up with diagnostic facilities:

In case the NwH is having tie up with independent diagnostic center for advanced diagnostic facilities, the NwH shall not collect the diagnostic charges from the beneficiary and ensure cashless services at the diagnostic centre. If such amount is collected SAST reserves the right to deduct the amount from the bill due and also penalise the hospital.

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Article 5: Specialties or schemes for which empanelment is done and details of empanelled doctors:

: Hospital shall declare the specialities for which it desires empanelment in Annexure – 17 for. The hospitals should have the required infra-structure, facilities and specialized staff available in the hospital for the specialities for which it seeks empanelment.

: Empanelled doctor details

Network hospitals should downgrade non performing doctors from Ayushman Bharat-Arogya Karnataka online empanelment portal regularly. The hospital should fill this table with presently working doctors and should submit KMC with PG endorsement, Form 16/16A and experience certificate.

Specialties for which Empanelment is done and empanelled doctors' details:

Sl. No.	Doctor Name	Speciality	Qfn.	KMC reg. No.	Form 16-A details Yes/ No	Email id	Name of other hospitals empanelled with (if more than one)
1							

Empanelled doctors for Ayushman Bharat-Arogya Karnataka list should be attached in the above format

- The specialist working in the Network Hospital for the speciality for which empanelment is sought also need to empanel with and the name of the specialist proposed along with their CVs shall be forwarded to SAST for empanelment under no condition should specialists from other specialities give treatment for the speciality for which he is not having the requisite qualification.
- The Pre-authorization by SAST shall be done in accordance with the "Basic Package Rate" Annexure – 7A, 7B, 8 & 9 Government Order No. HFW 69 2019 dated 15.11.2018, which alone will be the "base" for allowing admissibility.
- AB-ArK beneficiaries are entitled to general ward only.

Article 6: Package Rates:

In case of surgical or defined day care the package rate include the following

- Registration Charges
- Bed charges (General Ward in case of surgical),
- Nursing and Boarding charges,
- Surgeons, Anesthetists, Medical Practitioner, Consultants fees etc.
- Anesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc,
- Medicines and Drugs,
- Cost of Prosthetic Devices, implants,
- Pathology and radiology tests: radiology to include but not be limited to X-ray, MRI, CT Scan, etc. (as applicable)

- ix. Food to patient
- x. Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital and cost of diagnostic tests and medicines and up to 15 days of the discharge from the hospital for the same ailment/ surgery.
- xi. Any other expenses related to the treatment of the patient in the NwH.

The cost of specified complex secondary healthcare treatments, tertiary healthcare treatments and emergency healthcare treatments shall be based on package rates, which shall be uniform for all the empanelled private hospitals as fixed in Annexure-7B, 8 & 9, Government Order No. HFW 69 CGE 2018, dated 15.11.2018 which may be revised from time to time by a Govt order.

The package rates for the empanelled private hospitals shall be fixed and revised periodically as per provisions of the Karnataka Private Medical Establishment Act (KPME Act) based on the recommendations of the expert committees. The norms for determining the package rates shall be prescribed by the Government through a separate order.

The package rates for the empanelled private hospitals for the scheme based on rationalized list of treatments are detailed in Annexure 7A, 7B, 8 & 9.

Article 7: Quality of Services:

NwH agrees to provide free OPD consultation. However, there shall be no discrimination to Ayushman Bharat-Arogya Karnataka scheme beneficiaries vis-a-vis other paying beneficiaries in regard to quality of services.

NwH shall treat Ayushman Bharat-Arogya Karnataka Scheme beneficiaries in a courteous manner and according to standards of care.

NwH shall extend admission facilities to the beneficiaries round the clock.

NwH shall not deny treatment to patients that come to the hospital for emergency treatment listed in Annexure – 4 of the GO No. HFW CGE 2018, dated 15.11.2018.

NwH shall not demand documents until the patient is stabilized after which at the time of discharge they should collect the necessary documents such as adhaar card and PDS card.

NwH shall have themselves covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the agreement.

NwH shall ensure that the best and complete diagnostic, therapeutic and follow-up services based on standard protocols and medical practices/recommendations are extended to the beneficiary. It is also mandatory for the NwH to assess the appropriate need and subject the beneficiary for treatment/procedure.

NwH agrees to provide quality medicines, standard prostheses, implants and disposables while treating the beneficiaries.

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NwH agrees to assist and cooperate with the medical auditing team from the trust, as and when required.

NwH agrees to collect informed written consent of beneficiaries counselling before surgery in order to avoid legal complications / any adverse reaction by beneficiaries or beneficiaries' relatives or by public in the event of unacceptable outcome.

The hospital's Morbidity (hospital acquired infections, sentinel events) and Mortality cases will be subject to scrutiny by the trust.

Hospital Mortality Audit cell will review each case of death of beneficiary and submit their audit report along with claims submission.

Article 8: Services of Suvarna Arogya Medical Coordinator (SAMCO):

NwH shall have a Medical Officer/Medical Officers, designated as Suvarna Arogya Medical Co-ordinator(s), for the Scheme to coordinate with trust through Arogyamitras. The NwH shall give the services of

(i) Dr. Parashivamurthy MBBS as SAMCO-1.

Telephone: 08234-288080 Mobile 9986714504

Email ahrcyeshasvini@gmail.com.

(ii) Mr/Ms as SAMCO - 2.

Telephone: _____ Mobile: _____

Email _____.

The NwH should promptly inform the trust about changes, if any, in the SAMCO designated during the tenure of the agreement.

The Doctor declared as SAMCO alone is authorized to sign the documents on behalf of the hospital under SAMCO signature.

The following are the responsibilities of SAMCO (Suvarna Arogya Medical Co-ordinator):

- i. He/She shall guide the beneficiaries in all aspects relating to the scheme and treatment.
- ii. He/She shall ensure that all required evaluations including diagnostic tests are done for all beneficiaries and the details of the same along with reports are captured in the trust portal.
- iii. He/She shall upload the OP/IP status of the beneficiaries.
- iv. He/She shall sign the investigation request.

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B. G. NAGARA - 671 448.
Sec 2, Mandva

- v. He/She shall cross check whether diagnosis is covered under the Scheme. If doubtful about the plan of management, then should coordinate with treating specialist along with Package list as specified in respective schemes.
- vi. He/She should facilitate the admission process of beneficiaries without any delay.
- vii. After admission, he shall collect all the necessary investigation reports before sending for approval.
- viii. Investigations and diagnostic reports shall be valid for a period of 6 months. Any investigations done upto 6 months prior to admission for a treatment procedure should be absorbed by the NwH if it is done in the same hospital. If any charges for such investigation it should be reimbursed by NwH prior to discharge.
- ix. He/She shall upload the admission notes and preoperative clinical notes of the beneficiaries.
- x. He/She shall ensure that preauthorization request is sent only for beneficiaries who are admitted or for patients permitted for treatment on Day-care basis.
- xi. He/She shall ensure before sending preauthorization that all essential and mandatory documents like beneficiary identity card, beneficiaries photo and also necessary reports as per the standard protocol, like CT Films, X-Ray films, Angio CD etc., are uploaded in the system except for emergency treatments listed in Annexure -4 of GO
- xii. He/She shall coordinate with trust doctors as need arises.
- xiii. Pre-authorizations/claims kept pending from trust shall be verified on a regular basis and necessary corrections to be done by SAMCO.
- xiv. He/She shall furnish daily clinical notes (Pre-Operative and Post-Operative) relating to the beneficiary and his treatment.
- xv. He/She shall upload 3 Photographs of the beneficiary taken at preoperative bedside, immediate post-operative showing operation wound and at the time of discharge.
- xvi. He/She shall update surgery and discharge details and hand over signed copy of the Summary along with follow-up advice in pre-printed stationary. He shall also upload refund vouchers of pre-operative investigation duly signed by beneficiaries and Arogyamithras as per scheme provision for refund.
- xvii. The SAMCO and the hospital should ensure permission for Arogyamitra to visit casualty and ICU on daily basis to get an information about the emergency patients eligible for treatment under the scheme. To help the hospital and the beneficiary to get it in to the scheme and also generate the preauth as early as possible.
- xviii. He/She shall ensure free follow-up consultations, routine investigations and distribution of drugs to be supplied by the NWH as per follow-up packages.
- xix. He/She shall ensure to update the details of on-bed status of beneficiaries from time to time on the display board placed at the Arogyamitra Kiosk / reception desk.
- xx. Photo of AM and signature of AM is required on all relevant Preauth and claim documents. If AM (Arogya Mithra) is not there, hospital SAMCO should sign.
- xxi. He/She shall ensure that same case is not applied for under more than one scheme.
- xxii. He/She shall regularly check emails from the trust and follow all circulars and directives.

All clinical documents to be signed by the treating doctor. In case of any other doctor signing on behalf of the treating doctor the onus shall lie with the treating doctor.

Article 9: Mode of Communication:

The NwH agrees to use only Ayushman Bharat-Arogya Karnataka Services provided on the Web Portal for any kind of official communications related to Ayushman Bharat-Arogya

Karnataka. The Email-Ids of SAMCOs provided to the trust will be used for communication to the NwH.

The email of your hospital is ahrcyeshasvini@gmail.com

Call centre No.s: 1800-425-8330 and 1800-425-2646 for all types of queries

Emergency phone number for telephonic approval: 9480819732

Article 10: Documentation and MIS:

- i. NwH shall ensure that documentation of AB-ARK beneficiaries is done using standard formats supplied/available online such as admission card, referral card, investigation slip, discharge summary etc.
- ii. The Trust or its authorised representative reserves the right to visit the beneficiary and check his medical data with or without intimation, as and when required. NwH shall allow the officials from the trust to inspect the hospitals without obstruction and co-ordinate with them during surprise and regular inspections.
- iii. NwH shall furnish periodical reports to trust on the progress of the Scheme as per the formats prescribed for this purpose.
- iv. NwH shall not give any document to facilitate the Ayushman Bharat-Arogya Karnataka Scheme beneficiaries to obtain any other reimbursement). NwH shall not claim any other relief for the procedures covered under the Scheme. Any deviation in this regard shall attract disciplinary action.

Article 11: Display of Boards & Banners:

- i. NwH agrees to display their status of Ayushman Bharat-Arogya Karnataka scheme at their reception/admission desks for all the schemes empanelled and toll free number of Ayushman Bharat-Arogya Karnataka :1800-425-8330 and 1800-425-2646
- ii. NwH agrees to display their status of specialties empanelled under Ayushman Bharat-Arogya Karnataka scheme at their reception/admission desks.
- iii. NwH agrees to display availability of beds in the hospital and also display specialty wise bed occupancy under different schemes at their reception/admission desks.
- iv. NwH agrees to make available the list of diseases with package rates covered under different schemes in the form of booklet downloaded from the trust website at their reception/admission desks.
- v. NwH agrees to display other materials supplied by trust for the ease of Beneficiaries.

Article 12: Ayushman Bharat-Arogya Karnataka Scheme Kiosk and Arogyamitra Services:

- i. NwH shall agree to establish Ayushman Bharat-Arogya Karnataka Assistance Counter / Kiosk at the reception of the hospital free of cost as per the new guidelines
- ii. NwH shall provide the following infrastructure and network facility to the counter: P.C, printer, scanner, digital camera, biometric device, webcam, barcode/QR reader, mike, speakers, stationery etc. The system and other peripherals should be provided exclusively for the use of Arogyamitra who can use the resources at any point of time. It should not be shared by other hospital executives.

- iii. NwH shall provide a dedicated 4 Mbps or more broadband connectivity to the computer to be exclusively used by the Arogyamitra to access the web for online MIS, e-preauthorization etc.
- iv. NwH shall allow Arogyamitra access to the wards on a daily basis to record AM chart and beneficiaries' data to facilitate onward transmission for preauthorization, claims, correct MIS etc. for roles and responsibilities of Arogyamitra. Arogyamitra chart for daily round should be kept along with them.
- v. NwH shall update the details like date of surgery, discharge of the beneficiary etc. in the trust portal.
- vi. NwH shall intimate Arogyamitra and SAMCO regarding emergency admissions of the beneficiary during non-office hours.
- vii. NwH shall upload CDs of Cardiological procedures and pre-op CT scan of RIRS procedure at FTP server (<ftp://117.239.237.227>) clearly mentioning folder name scheme wise with patient name and preauth number.
- viii. **KIOSK should display Call centre toll free number and Grievance co-ordinator cell Number : 9480819734**

Article 13: Network Hospitals-Do's & Don'ts

Do's:

- ✓ Register and admit the beneficiaries immediately once identified and shall render treatment to all the eligible beneficiaries.
- ✓ Start treatment immediately for patients coming to the hospital for procedures listed under Annexure – 4 (Emergency) of the GO even before seeking relevant documents.
- ✓ Provide space for Kiosk in the reception for Arogyamitra along with system, network connectivity, printer, scanner, digital camera etc.
- ✓ Evaluate the beneficiaries by conducting free diagnostic tests and counsel the beneficiaries who are not covered under the Scheme in regard to further management.
- ✓ Provide a dedicated Suvarna Arogya Medical Co-ordinator (SAMCO) to co-ordinate and perform an effective role. Use SAMCO e-mail ONLY, for all official communication with Suvarna Arogya Suraksha trust.
- ✓ Provide nutritious good food according to dietary requirement.
- ✓ Provide cost of transportation to beneficiaries as per actual fare of KSRTC/Train (sleeper-II class).
- ✓ Provide free follow-up for beneficiaries according to provisions made in the package.
- ✓ Submit the claim within 10 days of discharge.
- ✓ Attend the periodical training workshops / programmes organized by trust.
- ✓ Utilize the scheme manual on Surgical & Medical Treatments for cashless treatment of Suvarna Arogya Suraksha trust beneficiaries provided by the trust to the best possible extent for proper understanding of the scheme.

MEDICAL SUPERINTENDENT
 ADICHUNNANAGRI HOSPITAL &
 RESEARCH CENTRE
 P. G. NAGARA - 571 448.

- ✓ Send proper pre-authorization and resubmit objected pre-authorizations after thorough scrutiny with the required documents / reports to avoid delay in clearance of preauthorization.
- ✓ Update the details of bed status from time to time on the display board placed at Arogyamitra kiosk / reception desk.
- ✓ Will submit Preauth with complete forms and clinical documents.
- ✓ In case of objections as raised attend them promptly at one time.

Don'ts:

- × Shall not collect money from Ayushman Bharat-Arogya Karnataka beneficiaries towards cost of treatment.
- × Shall not refuse treatment of patients that land up in the hospital for emergency treatments listed in Annexure – 4 of the G.O No. HFW CGE 2018, dated 15.11.2018.
- × Shall not take possession of any original document from the beneficiaries at any point of time.
- × Shall not demand documents such as BPL card, Referral, Adhaar card for patients that come for emergency treatment listed under Annexure-4 till patients gets stabilized or is in a fit condition for discharge.
- × Shall not Charge from the beneficiaries in any form as the benefit package includes the entire cost of treatment from date of reporting to the time of discharge and 10 days of discharge except as allowed for co-payment under general patient scheme.
- × Shall not send beneficiaries home during the waiting period of preauthorization approval.
- × Shall not send for preauthorization approval in duplicate.
- × Shall not misuse Emergency Telephone intimation to get approval for non-emergency cases.
- × Shall not update operation notes and discharge summary for those cases in which surgery has not been performed.
- × Shall not apply for multiple procedures for the same beneficiaries without clinical justification.
- × Shall not submit pre-authorization approval repeatedly for the same beneficiaries.
- × Shall not send beneficiaries or beneficiaries' relative to trust office for approval and enhancement as preauthorization has to be obtained only from the hospital.
- × Shall not mention wrong telephone numbers of treating doctors and beneficiaries on the preauthorization as this may cause delay in issue of pre authorization.
- × Shall not submit clinical photograph, which is incomplete and inconclusive. The postoperative photograph should reveal as much as possible the operative site and the beneficiaries face.

- × Shall not collect any amount towards follow-up consultation & medicines for those cases where follow-up packages are provided, as the services are inherent with the pre-defined package except for General patient family patients.
- × Shall not collect money from beneficiaries / family to procure blood / blood products but facilitate to procure in case it is not available within the hospital blood bank except in case of haematological disorders.
- × Shall not deny follow-up treatment.

Article 14: Preference to Beneficiaries:

The NwH agrees not to deny admission for the beneficiary for want of preauthorization.

Article 15: Capacity for Surgeries:

NwH agrees to reserve a minimum of 10% of cases in each specialty for AB-ArK beneficiary.

Article 16: Admission of Beneficiary: Referral system

- i. A patient requiring a complex secondary healthcare treatment, as listed in Annexure 7B, or a tertiary healthcare treatment, as listed in Annexure-8, shall consult the medical doctor in the nearest taluka or district level PHI first. Based on the outcome of the consultation and evaluation by the medical doctor and the existing medical capability of the concerned PHI, the treatment may be provided in the same PHI or a referral may be provided to a higher-level PHI within the same or neighbouring district.
- ii. In case of non-availability of the required diagnostic facilities in the PHIs to decide the nature of treatment, a referral may be provided to empanelled diagnostic laboratories for investigations.
- iii. In case of the required complex secondary healthcare treatment or tertiary healthcare treatment not available in the PHIs, a referral shall be provided for availing the treatment in any of the empanelled private hospitals.
- iv. Emergency packages : No need of referral

Article 17: E-Pre-authorization:

- i. All procedures in Annexure 7B & 8 that are earmarked for pre-authorization shall be subject to mandatory pre-authorization. In addition, in case of Inter-State National portability, all procedures shall be subject to mandatory pre-authorization irrespective of the pre-authorization status.

Also, all such hospitalisation procedures which are required to be undertaken but are not included in Annexure - 8 need to be pre-authorized (subject to exclusion) by the SHA within an overall limit of Rs 1,00,000.

- ii. No NWH shall, under any circumstances whatsoever, undertake any such earmarked procedure without pre-authorization unless under emergency. Process for emergency approval will be followed as per guidelines laid down under AB-ARK.

MEDICAL SUPERVISOR
ADICHUNDRAPATI HOSPITAL
RESEARCH & INNOVATION
B. G. NAGAR
Mandya Di

- iii. The NwH agrees to provide a minimum set of documents for pre-authorization to SHA online so as to enable the SHA to decide the merit of the case.

Regular or planned admission

The process to be followed for regular or planned/elective procedures is set in **Annexure -7.**

Emergency admission

In case of emergency treatment packages listed in annexure-4 the beneficiary may be treated in accordance with the requirement and preauthorization is to be sent within 24 hours of admission and the evidence of initiation of emergency treatment is to be furnished. For other procedures of emergency the patients may be treated after getting TPIN (Telephonic Patient Identification Number) from the call centre and same will be recorded. Government Photo ID proof need not be insisted in case of emergency. In all such cases, relevant AB-ARK beneficiary proof will be supplied within specified time before discharge otherwise beneficiary will pay for the treatment to the Hospital.

Pre-authorization request shall be sent only after admission and the beneficiaries shall be admitted as in- patients till final decision on the preauthorization is made except in cases where day-care treatment is planned.

NwH shall submit the e-pre-authorization, after admitting the beneficiaries as in-patients, on the trust portal, complete all aspects including the signed copy of consent of the Beneficiaries. All relevant test reports along with digital photograph of the beneficiary taken in the hospital should also be uploaded. The cardiac catheterization CD, MRI films, X-rays, biopsy reports shall be uploaded, and cytology and biopsy reports / slides should be submitted.

SAST undertakes to approve complete and error free request for the preauthorization indicating the relevant package rates within 24 working hours of the receipt of the request for pre-authorization form as well as the required data and information online. The NwH agrees to update the surgery online immediately after performing the surgery. However, the validity period of the preauthorization is **21 days** from the date of approval. The NwH agrees to update clinical notes of all cases (both Pre & Post pre-authorization notes) in the Website on daily basis. **If, the surgery/therapy is not updated within one month after approval of preauthorization, then preauthorization will automatically get cancelled in the trust Portal.** In such cases the NwH should obtain fresh approval for the cancelled pre-authorizations by mentioning valid reasons and the trust reserves the right to approve or deny the request of pre-authorization. In specific cases with a written request the pre-auth can be extended for another 7 days.

After approval of pre-authorization, if the beneficiaries is not found on bed at the time of routine check by officials of trust and in case the NwH is unable to present the

MEDICAL SUPERINTENDENT
ADICHUNCHANAGALI HOSPITAL &
RESEARCH CENTRE
B. G. NAGARA - 571 448.
Nagamangala Ta. Mandya Dist

beneficiaries during the routine check by officials of trust, the trust reserves the right to cancel the preauthorization immediately without any intimation to the hospital.

For all cancelled preauthorizations a cancellation fee to be determined by the Trust shall be levied on the NwH, which will be deducted from the payments done.

If the NwH is not able to conduct the operation within a reasonable time for any reason other than medical, such as non-availability of beds or specialists, the NwH shall arrange for the operation to be conducted at any other appropriate network hospital in consultation with trust.

Second preauthorization for the same beneficiaries from different network hospital shall not be entertained for the same procedure unless medically warranted or surgical procedure is unduly delayed by the first hospital without proper medical grounds for which, disciplinary action may be taken. trust reserves the right to approve pre-authorization.

Trust reserves the right to disallow the claim if the Surgery/Therapy is performed before any approval from the trust and pre-authorization is obtained at a later date while keeping the trust in dark about the surgery / therapy, except for codes where emergency approval relaxation is given.

Emergency Telephonic Approval

NwH agrees to obtain Emergency Telephonic Approval for emergency cases only (**Emergency Mobile No. : 9480819732**). The trust reserves the right to cancel the Emergency Telephonic Approval, if the NwH fails to update the pre-authorization online within 24 hours of Emergency Telephonic Approval. The NwH also agrees to perform the surgery / therapy obtained through telephonic intimation within 24 hours from the date and time of telephonic approval. The NwH also agrees to update the surgery / therapy details online for telephonic approvals, mentioning the date & time along with specific remarks and photographic evidences, starting from the telephonic intimations.

The emergency codes enlisted in Annexure 4, Government Order No. HFW 91 CGE 2018, dated 15.11.2018 can be performed without emergency approval, in the interest of patient care to ensure good clinical outcome without delay. The hospital will need to upload all the pre-authorization documents (mandatory coronary angiogram CD in ftp server) within 24 hours of conduct of procedure and other supporting documents at the time of submission of claims.

For any other queries contact call centre: 1800-425-8330 and 1800-425-2646

Denial of authorisation (DAL)/ guarantee of payment is by no means denial of treatment by the NwH. The NwH shall deal with such case as per their normal rules and regulations

Change of package has to be informed and approved enhancement, if the amount is higher than the previously approved amount. If it is within the approved amount code changes has to be clearly informed with claims.

MEDICAL SUPERINTENDENT
ADICHUNGHANAGI HOSPITAL &
RESEARCH CENTRE
B. G. NAGARA - 571 448
Manamangala Tq. Mandya Dist.

Article 18: Transport of Beneficiaries:

In case of tertiary care and emergency procedures, NwH agrees to bear the cost of transport charges to the hospital and back after the surgery is conducted on the beneficiary for Ayushman Bharat-Arogya Karnataka scheme and obtain acknowledgement from the beneficiaries accordingly. The NwH shall reimburse the cost of transport as per actual fare of KSRTC/Train sleeper class-II. The acknowledgement sheet generated from the portal shall be signed by the beneficiaries and the signed copy should be scanned and uploaded to the trust portal.

Article 19: Payment Terms and Conditions:

- i. All NwHs shall be obliged to submit their claims within 24 hours of discharge in the format prescribed. However, in case of Public NwHs this time may be relaxed as defined by SHA.
- ii. Normally the SHA shall make all efforts for settling all claims within 15 days after receiving all the required information/ documents.

Trust agrees to process approval for all eligible bills, subject to submission of all supporting documents including post-operative investigations and reports as required online. Photocopies of daily progress report and ICU charts should be uploaded with the claims. The time period of processing of bill at SAST will be 15 days. The payment will be transferred to hospitals as and when it is processed through RTGS or NEFT.

The NwH agrees to submit bank details such as account no. with IFSC code, PAN, account holder name, timely TDS exemption certificate issued by IT dept. etc. to the trust to facilitate electronic fund transfer for settling the claims.

The NwH agrees to submit all the claims for the surgeries/treatments performed within 15 days from the date of discharge and another 30 days is allowed to comply to any objections raised by trust, which means within 45 days claims with all documents to be submitted. Failing which penalty is imposed for delays from hospital side only as follows: This will be changed from time to time as per the decision of the EDC.

1. Upto 45 days	-	No penalty
2. 45 days to 60 days	-	2%
3. 61 days to 90 days	-	5%
4. 90 days to 1 year	-	10%
5. Beyond 1 year	-	Claims will not be accepted.
6. Oncology cases	-	30 days from completion of full treatment
7. Mortality cases	-	Penalty will be applicable after 60 days

The NwH agrees that for all the claims for which preauthorization is obtained by the end of this agreement period, surgeries/treatment will be done within 45 days of expiry of this agreement and claim will be raised.

Article 20 : Force Majeure

Neither party shall be in breach of any of its obligations under this agreement to the extent that its performance is prevented, physically hindered or delayed by an act, event or circumstance (whether of the kind described herein or otherwise), which is not reasonably within the control of such Party ("Force Majeure Event").

In the event that any Force Majeure Event continues for a period of 4 (four) weeks without interruption, the Party affected by such Force Majeure Event shall be entitled to terminate this agreement by giving notice to the other party, pursuant to, and in accordance with the provisions of clause provided it gives the other party at least 45 days prior written notice.

Notwithstanding anything to the contrary in this agreement neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

Article 21 : Confidentiality and indemnity

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

Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The hospital shall not disclose to any third party, and shall use its best efforts to ensure that its, officers, employees, keep secret all information disclosed, including without limitation, document marked confidential, medical reports, personal information relating to beneficiary, and other unpublished information except as maybe authorized in writing by SAST. SAST shall not disclose to any third party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to the hospital including without limitation to the hospital's proprietary information, process flows, and other required details.

In Particular the hospital agrees to:

- i. Maintain confidentiality and endeavour to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the hospital or such other medical practitioner or such other person by virtue of this agreement or otherwise, including SAST's proprietary information, confidential information relating to beneficiary, medicals test reports whether created/ handled/ delivered by the hospital. Any personal information relating to beneficiary received by the hospital shall be used only for the purpose of inclusion/preparation/finalization of medical reports/ test reports for transmission to SAST only and shall not give or make available such information/ any documents to any third party whatsoever.
- ii. Keep confidential and endeavour to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to beneficiaries and that the information contained in these reports remains

MEDICAL SUPERINTENDENT
ADICHUNGANAGIRI HOSPITAL &
RESEARCH CENTRE
B. G. NAGARA - 571 448.
Tq. Mandya

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Article 19: Payment Terms and Conditions:

- i. All NWHs shall be obliged to submit their claims within 24 hours of discharge in the format prescribed. However, in case of Public NWHs this time may be relaxed as defined by SHA.
- ii. Normally the SHA shall make all efforts for settling all claims within 15 days after receiving all the required information/ documents.

Trust agrees to process approval for all eligible bills, subject to submission of all supporting documents including post-operative investigations and reports as required online. Photocopies of daily progress report and ICU charts should be uploaded with the claims. The time period of processing of bill at SAST will be 15 days. The payment will be transferred to hospitals as and when it is processed through RTGS or NEFT.

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The NwH agrees to submit all the claims for the surgeries/treatments performed within 15 days from the date of discharge and another 30 days is allowed to comply to any objections raised by trust, which means within 45 days claims with all documents to be submitted. Failing which penalty is imposed for delays from hospital side only as follows: This will be changed from time to time as per the decision of the EDC.

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Notwithstanding anything to the contrary in this agreement neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

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Particular the hospital agrees to:

- i. Maintain confidentiality and endeavour to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the hospital or such other medical practitioner or such other person by virtue of this agreement or otherwise, including SAST's proprietary information, confidential information relating to beneficiary, medicals test reports whether created/ handled/ delivered by the hospital. Any personal information relating to beneficiary received by the hospital shall be used only for the purpose of inclusion/preparation/finalization of medical reports/ test reports for transmission to SAST only and shall not give or make available such information/ any documents to any third party whatsoever.
- ii. Keep confidential and endeavour to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to beneficiaries and that the information contained in these reports remains

MEDICAL SUPERINTENDENT
ADICHUNGANAGI HOSPITAL &
RESEARCH CENTRE
B. G. NAGARA - 571 448.
Mandya

confidential and the reports or any part of report is not disclosed/ informed to the any third party under any circumstances.

- iii. Keep confidential and endeavour to maintain confidentiality of any information relating to the beneficiary, and shall not use the said confidential information for research, creating comparative database, statistical analysis, or any other studies without appropriate previous authorization from SAST and through SAST from the Beneficiary.

SAST will not interfere in the treatment and medical care provided to its beneficiaries. SAST will not be in any way be held responsible for the outcome of treatment or quality of care provided by the NwH.

SAST shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the hospital and the hospital shall obtain professional indemnity policy on its own cost for this purpose. The hospital agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service.

The hospital will indemnify, defend and hold harmless SAST against any claims, demands, proceedings, actions, damages, costs, and expenses which the company may incur as a consequence of the negligence of the former in fulfilling obligations under this agreement or as a result of the breach of the terms of this agreement by the hospital or any of its employees or doctors or medical staff.

Article 22: Limitations of Liability and Indemnity:

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

NwH 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 NwH to answer such claim. In the unlikely event of SAST being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with the NwH, the NwH will step in and meet such liability on their own.

The NwH is answerable to SAST and the patient if any case is reported to Ayushman Bharat-Arogya Karnataka Grievance cell.

The NwH will not disrupt services suddenly. Hospital shall provide essential health services through SAST during the validity of MOU.

In case of disruption of services due to some reason, NwH will provide complete treatment to patient for whom Pre-auth is already approved and refer patients accordingly.

Referral: In case the NwH does not have any particular service, the patient will be referred to the nearest network hospitals having those services.