

AND

Medi Assist Insurance TPA Private Limited ("TPA") authorized by department a company incorporated under the Companies Act 1956 and having registered office herein after referred to as "**Medi Assist TPA Private Limited** "TPA" Authorized by department" which expression shall unless repugnant to the context mean and included its successors and assignees of the SECOND PART.

AND

ADICHUNCHANAGIRI HOSPITAL AND RESEARCH CENTRE with its registered office at B.G Nagara-571448, Nagamangala Taluk, Mandya Dist., And represented herein by its Medical Superintendent Dr. Shivakumar K.M herein referred to as PROVIDER which expression shall mean and include its successors and assigners of the THIRD PART. Whereas the Karnataka State Fire & Emergency Services Department, Bangalore with an intention to provide Medical facilities to the employees and their family members created a scheme called **AROGYA BHAGYA YOJANE** under the aegis of KARNATAKA STATE FIRE & EMERGENCY SERVICES HEALTH WELFARE TRUST, BANGALORE " (here-in-after ABY/KSF&ESHW Trust)

Whereas the second party is engaged in the business of administering health-care schemes and been engaged by the first party to administer the self- Funded scheme (there-in-after referred to as ABY Scheme)

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

AND

In pursuant to the operation of the said ABY scheme "**Medi Assist Insurance TPA Private Limited** "TPA" authorized by department" approached the provider to extend medical facilities and treatment to the member(s) covered under the ABY scheme envisaged by KSF&ESHW Trust and the "PROVIDER" agreed for the same on the terms and condition hereinafter stipulated.

Now, it's hereby agreed between the parties hitherto


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1) This agreement shall be in force from the data of agreement for a period till De-empanelment in future. The agreement may be renewed at the option of the parties on mutually agreed terms and conditions after the above mentioned date.

2) That the Medi Assist Insurance TPA Private Limited "TPA" authorized by department will provide administrative consultative and monitoring services to the ABY/KSF&ESHW Trust as administrator for extending medical treatment facilities as agreed to by both parties vide their agreement dated _____ in the accredited provider hospitals by the ABY/KSF&ESHW Trust Medi Assist Insurance TPA Private Limited authorized by department will carry out continuous evaluation of the provider hospitals in terms of medical facilities as well as treating medical personnel etc. for treatment of ailments/medical conditions covered under the existing provisions of ABY scheme or as modified from time to time. The provider Hospital shall provide all facilities, information material etc. required for such evaluation as and when requested by any other TPA authorized by department.

3) That the ABY/KSF&ESHW Trust will prescribe and provide an exhaustive list of ailments/medical conditions covered under the ABY scheme from time to time to the provider Hospitals as per prescribed procedure by ABY Scheme. The provider Hospital shall extend medical treatment/facility to the members of the scheme for the listed ailments/medical condition only unless otherwise authorized by the chairman/ secretary of ABY/KSF&ESHW trust through a written communication.

The ABY/KSF&ESHW trust or TPA authorized by department will not be under any obligation whatsoever for meeting the cost of medical treatment/facilities extended by the provider hospital outside the purview of the scheme in case of any doubt or ambiguity as regards coverage of particular ailment/medical condition. The decision of the ABY/KSF&ESHW Trust shall be final. However this shall not preclude in any manner

The responsibility of the provider hospital in extending medical treatment facilities under any law of orders issued by central/state Governments, Indian Medical Council or any other Local bodies

4) That the ABY/KSF&ESHW trust shall advise the members of the scheme (through respective unit officers) its silent features, they extent of coverage and scope of the scheme as well as procedures and terms for availing benefits under the provisions of this ABY scheme.

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5) The ABY/KSF&ESHW trust shall issue all the members of ABY Scheme Identity cards with photographs of the all the eligible members with unique identity number and duly signed by the authorized officers.

6) That the unit officers shall refer the members for treatment of ailments / Medical conditions covered under the **ABY scheme** in the prescribed pro forma to the provider Hospitals. the provider hospital shall be under obligation to admit such members for inpatient treatments or extend outpatient treatments as the case may be on production of authorization letter along with the identity card however the provider Hospital Shall extend facilities under the provisions of the scheme without an authorization letter in case of emergency medical conditions/ailments accidents etc. where immediate medical treatment needs to be given. The member availing such treatment or unit officer concerned shall produce an authorization letter in such cases within 48 hours of admission.

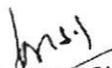
7) That the ABY/KSF&ESHW trust will make the payments as per the tariff prescribe under Karnataka Medical Attendance Rules (KMA) as and when amended by Government of Karnataka. The ABY Trust shall be free to negotiate and fix specially reduced tariff with the provider hospital for treatment of all the ailments/medical conditions or certain specific ailments/medical conditions.

1) That the **ABY/KSF&ESHW** Trust may prescribed maximum limit payable towards treatment under the provisions of the scheme for certain ailments/medical conditions to the provider Hospital. The **ABY/KSF&ESHW** Trust and Any **other TPA authorized by department** shall not be responsible for payment of any expenditure beyond such prescribed maximum limits. However this shall not preclude the provider Hospital from discharging its responsibilities for extending the medical treatment under any law of orders issued by central/state Governments any Indian Medical Council or any Local Body.

2.) The Accredited provider Hospital to the ABY Scheme for ensuring speedy and timely medical facilities to the members of ABY Scheme as per its provisions **TPA authorized by department** will discharge its responsibilities as agreed to as per agreement with ABY/KSF&ESHW trust dated 14th December, 2022

3) That the provider hospital shall extend all the facilities, provider information medical data for the members admitted assistance etc to **TPA authorized by department** for carrying out its duties under the present agreement ABY/KSF&ESHW Trust.

4) That the provider Hospital agrees to admit the members referred to it for treatment of ailments/medical conditions under the ABY Scheme on priority basis by extending facilities like


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spot admission preferential allotment of beds or any other facilities needed for treating the ailments/medical condition of the members.

5) That the provider hospital shall ensure that the best and timely medical treatment/facilities are extended to member(s) and provide best of services to them as per the provisions of ABY scheme. The provider hospital agrees to adhere to the best standard & quality of Medicare throughout the treatment of the member.

6) That the provider Hospital Agrees and it shall ensure that members are not kept under Hospitalization beyond the required period and are not administered unnecessary test diagnosis and medication. It is understood by the provider hospital that the ABY scheme and Medi Assist Insurance TPA Private Limited TPA authorized by department shall not be responsible for reimbursement of medical expenses for avoidable hospitalization beyond the required period. unnecessary tests, diagnosis and medication.

That the provider hospital agrees to extend full co-operation to the staff/officers of the ABY Scheme and any other TPA authorized by department for monitoring reviewing the treatment being provided to the members.

7) That the provider Hospital agrees not to take any advance deposit from members of the scheme and any other incidental charges like admission/ registration fees. Documentation Fees, Processing Fees/charges, MRD Fees miscellaneous charges, attender charges for the treatment.

8) That the provider hospital agrees to provide 3 sets of bills essentially certificate. Emergency certificate duly signed by the treating doctor and counter signed by the Medical Superintendent/RMO to M/s Medi Assist Insurance TPA Private Limited TPA authorized by department along with complete discharge certificate within 30/days. Any bills or related papers lacking detail will be returned to the Hospital by TPA authorized by department and the provider Hospital shall resubmit them in complete shape along with any information called for by TPA authorized by department or ABY scheme within 15 days from return of the bills. The Medi Assist Insurance TPA Pvt Ltd TPA authorized by department and ABY Scheme will not be responsible for payment on the bills received after the time period stipulate above the bills, discharge summary, essentially certificate etc. lacking in detail will be treated as not received Medi Assist Insurance TPA Pvt Ltd TPA authorized by department and ABY may direct the hospital to provide the bills, discharge summaries essentially certificate as per new procedure imposed by the government for the purpose of claiming medical reimbursement from time to time.


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9) That the ABY/KSF&ESHW Trust agrees to settle the payable claims submitted by the provider hospitals as per condition stipulated in this agreement within 60(Sixty) days from the date of receipt of the bills in complete shape as required under this agreement from the provider hospital. The provider Hospital shall send a copy of the forwarding letter submitting the bills to ABY/KSF&ESHW Trust. Medi Assist Insurance TPA Pvt Ltd "TPA" authorized by department will not be responsible in any way for any settlement of such bills.

10) The provider agrees to make available within their premises the necessary hardware (like computer system with modem) which can be used for communicating electronically with ABY/KSF&ESHW trust and Medi Assist Insurance TPA Pvt Ltd TPA authorized by department. This will primarily be used for member enrolment eligibility admission and discharge claim submission etc electronically.

11) That the provider hospital must provide adequate professional indemnity insurance cover at its own cost for its treating doctors as well as other attending medical/Para-medical workers ABY/KSF&ESW trust and Medi Assist Insurance TPA pvt Ltd TPA authorized by department will not be responsible for any insurance claim or otherwise arising out of any treatment administered by the provider hospital.

12) **Termination of TPA authorized by department and ABY/KSF&ESHW Trust** shall be entitled to terminate the agreement for breach of any of the terms contained herein by the provider hospital giving one month written notice of such termination.

13) Consequences of Termination

a. Upon termination of the Agreement by a notice Medi Assist Insurance TPA pvt ltd TPA authorized by department shall be responsible to fulfill its obligations with regard to facilitating the processing and settlement of claims only with respect to those bills(undisputed ones) submitted until the date of receipt letter of termination of this agreement from/by the eligible members of the scheme.

14. **Force majeure:** If at any time during the continuance of his contract the Performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war hostility, acts of the public enemy, civil commotion, sabotage fire, floods, explosions, epidemics. Quarantine restrictions financial emergency, or acts of God (herein after referred to as 'events') provided notice of the happenings of any such event is given by either party to the other within 15 days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract not shall either party have any claim for damages or any relief against the other in respect of such non performance and

deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exit.

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

b. The provider hospital shall take care of the members admitted till termination of the agreement and render full treatment as per the scheme till they are discharged even after termination of the contract.

15) Arbitration

a. In the event of any question dispute of difference arising under these conditions or any special conditions of contract or in connection with this contract (Except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of the secretary Health, Medical & Family Welfare Department, Government of Karnataka or some other person appointed by him. It will be no objection that the Arbitrator is a Government servant that he had to deal with the deal with the matter to which the contract relates or that in the course of his duties as a government servant as expressed view on all or any of the matters in disputes or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

b. If the Arbitrator be the Secretary Health, Medical & Family Welfare Department Government of Karnataka.

c. In the event of his being transferred or vacating this office by resignation or otherwise It shall be lawful for his successor in office either to proceed with reference himself or to appoint another person as Arbitrator or

d. In the event of his being unable to act becoming incapable of acting for any reason it shall be lawful for him to appoint another person as arbitrator, or

e. If the arbitrator be a person appointed by the secretary, health Medical & Family Welfare Department in the event of his dying, neglecting or refusing to act or being transferred or vacating the office by resignation or otherwise or being unable or become incapable to act for any reason or his award being set aside by the court for any reason or his award being set aside by the court for any reason. It shall be lawful for the secretary, Health, Medical & Family Welfare Department, Government of Karnataka either to proceed with the reference himself or to

M.S.
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b. If the Arbitrator be the Secretary Health, Medical & Family Welfare Department Government of Karnataka.

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appoint another person as arbitrator in place of the outgoing Arbitrator. In every such case, it shall be lawful for the Secretary Health Medical & Family Welfare Department in place of the outgoing Arbitrator as the case may be to act on the record of the proceedings as then taken in the arbitration, or to commence the proceedings denovo as he may in his discretion decide, in terms of this contract that no person other than the Secretary Health Medical & Family Welfare Department or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

f. The Arbitrator may with the consent all the parties to the contract enlarge the time from time to time for making and publishing the award.

g. upon every such reference the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

h. Subject as afore said the Arbitrator and Conciliation Act 1996(or as amended) and the rules there under any statutory Modification thereof from time to time being in the force shall be deemed to apply to the arbitration proceeding under this clause.

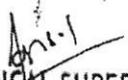
i. The venue of the arbitrator shall be the place where the contract is concluded or such other place as the Secretary at his discretion may determine.

16) **Assignments:** This agreement shall ensure to the benefit of and be binding upon each of the parties here to and their respective successors and assigns but it shall not be assigned in whole or in part by

Either party without the prior written consent of the other except that either party's shall be assignable through merger consolidation or reorganization or sale or transfer of substantially all its assets.

17) **Non- Waiver:** No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by any party claimed to have waived or consented no consent by any party to or waiver of a breach by the other whether express or implied shall constitute consent to waiver of excuse for any different or subsequent breach.

18) **Notice:** Any notice request demand approval consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered mail or ordinary mail, postage prepaid, or by telegram, telex addressed to the party for which it is intended at its address as follows.


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a. Member Organization

The Director (Fire & Emergency Service), Karnataka State Fire & Emergency Services Department, & The Secretary, Arogya Bhagya Yojane, Karnataka State Fire & Emergency Services Health Welfare Trust, #1, Annaswamy Mudaliar Road Bangalore--560001.

b. Administrator

The administrator, Arogya Bhagya Yojane, Karnataka State Fire & Emergency Services Health Welfare Trust Managed by Any other TPA authorized by department.

c. Provider

The Medical t /Director/Managing Director/Administrator

Name of the Hospital: Adichunchanagiri Hospital and Research Centre

Address: B G Nagara,
Near Bellur Cross, Nagamangala Taluk,
Mandya Dist.,
B G Nagara - 571448

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

In witness whereof the parties hereto have their signature on the date, month and year mentioned above the presence of the following witnesses



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For and on behalf of
Member organization
Arogya Bhagya Yojane
Karnataka State Fire &
Emergency Services
Health Welfare Trust

For and on behalf of
Administrator
any other TPA authorized
by department

For and on behalf of
provider

DGP & IG KSF&ES
Department &
Chairperson, KSF&ES
Health Welfare Trust

Head Operations &
Administrator, KSF&ES
Health Welfare Trust


Medical Superintendent
Adichunchanagiri Hospital
and Research Centre

Witness :



Name : Dr. Ravi. K S Deputy Medical
Superintended

Name : Mrajesh Administrator

Signature :

Signature:



ADMINISTRATIVE OFFICER
ADICHUNCHANAGIRI HOSPITAL
AND RESEARCH CENTRE
B. G. NAGARA-571 448
Nagamangaluru Taluk, Mandya Dist.