

SERVICE CONTRACT AGREEMENT

(Dr. NTR VAIDYA SEVA SCHEME,EMPLOYEES HEALTH SCHEME, WORKING JOURNALIST SCHEME OR ANY OTHER HEALTH SCHEMES FORMULATED BY GOVT. OF A.P. UNDER THE DR.NTR VAIDYA SEVA TRUST OF GOVT. OF ANDHRA PRADESH FOR A.P, AND OTHER STATES)

(To Provide Health Care Services under the above Schemes of the Trust to the people of the State of Andhra Pradesh in the empanelled hospitals of Andhra Pradesh State of A.P and Empanelled hospitals located in other States as per the G.Os, proceedings or directions of the Govt. of the State of Andhra Pradesh issued from time to time.

This Deed of “**Service Contract Agreement**” (Herein after called as Contract (SCA) is made and executed at _____, on this the _____ day of the _____ month of _____, 201

Between:

DR. NTR VAIDYA SEVA TRUST(A Trust of State of Govt. of Andhra Pradesh, a Trust incorporated under the Indian Trusts Act, having its principal office at Room No.306, 3rd Floor, Dr.NTR University of Health Sciences, Ring Road, Vijayawada-520008 and temporarily located at Door No. 8-2-293/82/a/ahct, Road No.46, Jubilee Hills, Hyderabad 500 033-Tel No.040-23547107 represented by its **CHIEF EXECUTIVE OFFICER**, Dr. NTR VAIDYA SEVA TRUST, Govt. of the State of Andhra Pradesh and in turn he is represented by the District coordinator, Dr. NTR Vaidya Seva Trust of _____ District of the State of _____, namely _____ S/o _____

, Occ. _____, Off. at _____ (Herein after referred to as the “Trust” which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its officials, successors in office, deputees, appointees, designees, nominees and assignees of the FIRST PART).

AND

_____ represented by its **Managing Director / Superintendent/ COO/ CEO / Proprietor/ManagingPartner/ManagingTrustee/Principal/Chairperson/Trustee** other than the above namely _____ and having its Registered Office at _____ Dist. of the State of _____ (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).

The provisions/clauses, stipulations, covenants contained in this Service Contract Agreement (SCA) are applicable upon the Dr.NTR Vaidya seva Scheme, Employees Health Scheme, Working Journalist Health Scheme, and any other scheme(s) entrusted by Government under the Trust, as the case may be in its relevant contexts.

I. BACKGROUND:

- (i) Aarogyasri Health Care Trust was set up in February 2007 by the erstwhile combined State of Govt. of Andhra Pradesh to act as a nodal agency for the implementation of the Rajiv Aarogyasri Community Health Insurance Scheme to provide the health care services to BPL families for the identified surgeries / therapeutic procedures for which purpose it had created a network of Service Providers.
- (ii) Consequent on bifurcation of the State in accordance with A.P reorganization Act, 2014, w.e.f. 02.06.2014 the Aarogyasri Health Care Trust was providing services to the beneficiaries of the State of Telangana & State of Andhra Pradesh.
- (iii) **Further, in pursuance to the vide G.O.Ms. No.127 dated 27-09-2014 issued by the HM&FW (I.1) Department under the Government of Andhra Pradesh, the Go.AP has issued the G.O by renaming the Rajiv Aarogyasri Scheme as Dr.Nandamuri Taraka Rama Rao Aarogya Seva scheme and later as Dr.Nandamuri Taraka Rama Rao Vaidya Seva scheme with the addition of 100 procedures to the existing 938 procedures in order to provide the cashless treatment to the poor in the empanelled network hospitals for a total 1044 procedures. Further, it enhanced the existing limit of**

financial coverage from 2.00 lakhs to Rs. 2.50 lakhs per family per annum.

- (iv) Vide Gazette Notification No.294 dated 7th May 2015 issued by Ministry of Home Affairs, New Delhi, Govt. of India, the Trust institution i.e Aarogyasri Health Care Trust (AHCT) is included in the Schedule X of the Andhra Pradesh Re-organization Act, 2014, at Serial no.10 of the said Notification among the other Institutions/Organizations.
- (v) As per the G.O.Ms.No.404, dated 05.08.2015, the Govt. of Andhra Pradesh issued directions to the Chief Executive Officer, Dr.NTR Vaidya Seva to form and register in the name of Dr.Nandamuri Taraka Rama Rao Vaidya Seva Trust.
- (vi) Hence by virtue of the above the “Deed of Trust is registered on 23.09.2015 vide document no.57/2015 at office of the Sub Registrar, Gunadala, Vijayawada, Krishna District.
- (vii) Dr.Nandamuri Taraka Rama Rao Vaidya Seva Scheme (Dr. NTRVS Scheme) of the Govt. of the State of Andhra Pradesh and other Schemes i.e. Employees Health Scheme, Working Journalist Scheme, Chief Minister Camp Office (CMCO) Scheme provides cashless health benefit cover for tertiary and secondary care medical and surgical therapies and follow-up therapies under Dr. NTR VAIDYA SEVA TRUST, Govt. of Andhra Pradesh is catering the health services to the poor & beneficiaries of other schemes in the identified procedures in its empanelled network of hospitals in all the (thirteen) 13 districts of State of Andhra Pradesh and in other states.
- (viii) In Employees Health Scheme, the Trust is facilitating and providing the health care services for Govt. employees pensioners, families and their dependent family members in surgeries/therapeutic procedures for which purpose Trust has created a network of Service Providers in the State of Andhra Pradesh.
In addition to the above, the Trust under the Govt. of the State of Andhra Pradesh has Network Hospitals located in other states including the State of Telangana to provide the health care services to the people of the State of Andhra Pradesh under the Employees Health Scheme. It is subject to the Circulars, Guidelines and G.Os issued by the Trust under the Govt. of the State of Andhra Pradesh from time to time.
- (ix) The scope of providing health services through network hospitals covering all the

Schemes under the Trust of the State Government of Andhra Pradesh and its application in other States is subject to the Circulars, G.Os, Proceedings, Guidelines and the Notifications issued by the Trust under the Government of Andhra Pradesh.

- (x) This Service Contract Agreement governs those schemes only which are applicable to the particular State as per the G.Os and Proceedings issued by the Govt. of Andhra Pradesh. Further, coverage of the other schemes to the empanelled hospitals of these states depends upon the G.Os, Proceedings, issued by the Govt. of A.P from time to time. In that event, this Service Contract Agreement shall be binding upon the hospitals of these States in respect to the other schemes of the Trust as and when decided by the Govt.

II. CURRENT STATUS OF THE SCHEME(S)

A) Dr. NANDAMURI TARAKA RAMA RAO VAIDYA SEVA (Dr. NTR VAIDYA SEVA):

1. In pursuance to G.O.Ms. No.127 dated 27-09-2014 issued by the HM&FW (I.1) Department under the Government of Andhra Pradesh, it has added 100 procedures to the existing procedures thus totals to 1044 procedures in order to provide the cashless treatment to the poor in the empanelled network hospitals under Dr. NTR Vaidya Seva. It enhanced the existing limit of financial coverage from 2.00 lakhs to Rs. 2.50 lakhs per family per annum.
2. At present Dr. NTR Vaidya Seva implements 1044 Procedures.

B) EMPLOYEES HEALTH SCHEME (EHS): of the State Government of Andhra Pradesh:

The Trust for provision of healthcare services to beneficiaries under Employees Health Scheme the Trust is facilitating and implementing the scheme in pursuance to the orders issued in G.O Ms No.174, dated 01-11-2013 issued by the HM& FW (M2) Department under the then erstwhile composite state of the Govt. of A.P., and the G.Os and Guidelines of the Government of A.P and the Trust from time to time. Further, certain amendment to the above G.O. Ms. No. 174 is carried w.r.t the 'Hospital Payments' by virtue of G.O. Ms. No.26, dated 05.02.2014 issued by HM&FW (M2) Dept. under the then erstwhile Govt. of A.P.

The Govt. of the State of Andhra Pradesh vide G.O. Ms. No.134 dated 29-10-2014 has issued an order effecting certain Modifications/ Amendment to the Scheme. The relevant portions of the G.O among the other stipulated modifications are briefed here under:

1. 347 procedures out of 1885 procedures which were earlier reserved exclusively for Govt. network hospitals, shall be permitted for treatment in all network hospitals i.e. both Govt. and Private Hospitals empanelled with the Trust and thus requested the NWH to utilize all the 1885 procedures under the EHS Scheme. It is further stated in the said G.O that the empanelled hospitals which have National Accreditation Board for Hospitals and Healthcare Providers (NABH) accreditation will be paid 25% over and above the package prices fixed for non-NABH Hospital, for Surgical and Medical Procedures, which shall include pre-admission OP evaluation. Accordingly, the Trust issued vide Circular i.e. AST/4998-2/P&C/EHS-AP/2014, dt.07.11.2014

B) WORKING JOURNALISTS HEALTH SCHEME (WJHS): of the State Govt of Andhra Pradesh the Trust is the Service provider for implementing the Scheme and healthcare services to the beneficiaries under the WJHS, in pursuance to the orders in G.O Ms.No.12, dated 11-02-2015 issued by the HM and FW (I1) department of the State of Andhra Pradesh. The Scheme shall follow guidelines of Employees Health Scheme and are eligible for 1885 procedures.

The above is subject to further orders of the Government of Andhra Pradesh.

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

Procedures:

All the network hospitals under Employees Health Scheme shall empanel it self and implement the total of 1885 procedures, without fail as per the specialties empanelled.

The above is subject to the guidelines and circulars issued by the Trust from time to time or the relevant G.Os by the Government of A.P which shall be binding upon the network hospitals.

The details of the other Schemes under the Trust are mentioned in the Manual, Online and in the other literature of the Trust.

The Trust under the Govt. of Andhra Pradesh is a public trust and is charitable in nature, which is providing the health care services under the scheme(s) to the people of the State of Andhra Pradesh as the case may be.

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 Dr. NTR Vaidya Seva Trust with its spirit and objectives and the policy of the Government of Andhra Pradesh from time to time in this regard.

APPLICABILITY OF SCHEME GUIDELINES

The parties herein agree and understand that the Scheme Guidelines (Manual) as issued by the Trust of erstwhile Government of Andhra Pradesh shall have to be read and understood in the context of Dr.NTR vaidya seva, EHS, Working Journalists Health Scheme and other Schemes under the Trust till further circulars/Instructions issued by the Trust, Govt. of A.P. in this regard.

WHEREAS

- (A) (i) The Service Provider, has applied to the Trust that they have the required infrastructure, professional skills, personnel and technical resources, to provide the services in the scheme(s) under the Trust on the terms and conditions set forth in this Contract.*
- (ii) The Service Provider has full legal capacity and competent to enter into this Contract and that there are no existing facts and/or circumstances and /or contractual obligations

with third parties and / or legal proceedings which prohibit and /or impair its capacity to enter into this Contract.

- (B) The Trust, having examined and inspected the Service Provider has agreed to let the service provider to provide the services based as defined in the General Conditions attached to this Contract (herein after called the Services)
- (C) The Trust for provision of healthcare services to the beneficiaries under Dr.NTR Vaidya Seva Scheme of the State of Andhra Pradesh and other health schemes under the Trust, intends to spend a portion of its receipts to eligible payments under this contract.
- (D) **The Trust for provision of healthcare services to beneficiaries under Employees Health Scheme (EHS) is facilitating and implementing the scheme in pursuance to the orders in G.O Ms No.174, dated 01-11-2013 issued by the HM& FW (M2) Department under the then erstwhile composite state of the Govt. of A.P., and the G.Os and Guidelines issued by the Govt. of Andhra Pradesh and the Trust respectively from time to time. Further, certain amendment to the above G.O. Ms. No. 174 is carried w.r.t the 'Hospital Payments' by virtue of G.O. Ms. No.26, dated 05.02.2014 issued by HM&FW (M2) Dept. under the then erstwhile Govt. of A.P. The G.Os/Notifications issued by the Govt. of Andhra Pradesh from time to time will be binding upon the Network Hospital(s) in respect to the Employees Health Scheme. (The final allocation of EHS beneficiaries shall be as per orders issued under A.P. reorganization Act and as per the Govt. orders/circulars and Trust instructions).**

Now therefore the parties hereto hereby agree as follow:

1. The documents mentioned hereto in GCC, SCC and appendices below shall be deemed to form an integral part of this Contract and may be read and understood as part and parcel of this contract Agreement.
 - (a) The documents as mentioned in General Conditions of Contract.
 - (b) The documents as mentioned in Special Conditions of Contract.
 - (c) Appendices: All that the documents relating to the below Appendices consists of Dr. NTR Vaidya seva, Employees Health Scheme and other Scheme(s) under the Trust respectively, of the State of the Andhra Pradesh

Appendix A – Manual

Appendix B – List of Empanelled Specialities

Appendix C – Packages and Package prices (Dr.NTRVS, EHS, WJHS & other schemes if any)

Appendix D – Follow-up packages and package prices (Dr.NTRVS, EHS, WJHS & other schemes if any) & Chronic OP-EHS

Appendix-E – Application submitted by the service provider

Appendix-F- Eligibility Criteria for Empanelment of Hospitals.

Appendix-G- Service Level Agreements (SLAs)

(The contents of the Appendices above are applicable to the “Dr.NTR Vaidya seva” Scheme “Employees Health Scheme” and Working Journalist Health Schemes and to any other Schemes brought under the fold of Trust and are to be read and understood accordingly. Separate Appendices for Dr.NTR Vaidya Seva and the EHS respectively are available on Online, Guidelines and in the other literature of the Trust, where ever it is necessary and applicable.)

The above appendix B & G is annexed herewith the Service Contract Agreement.

The references to the above Appendices A,C,D, E & F are available in Trust ONLINE Web Portal of the State of A.P as updated from time to time, which shall be the integral part of this SCA and is binding upon both the parties. This is subject to the Circulars, Guidelines and the G.Os issued by the Trust and the Govt. of Andhra Pradesh from time to time which shall be binding and obligatory upon both the parties. The parties hereby agrees to follow the Guidelines issued by the Trust as and when updated on Trust ONLINE Web Portal of the Govt. of the State of Andhra Pradesh with regard to the above appendices.

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

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

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

3. This Contract Agreement will be in force for a period of **one (1) year** from _____

to _____ or until otherwise terminated or till the time of signing of new contract, whichever is earlier.

4. In case of delisting/de-empanelment of the NWH, this Contract Agreement will Automatically be terminated.

5. This Contract Agreement is subject to further orders of the Govt. of Andhra Pradesh which will be binding upon both the parties.

6. All the Network Hospitals who are carrying and implementing Dr.NTR Vaidya Seva Scheme of the State of Andhra Pradesh shall mandatorily empanel itself to the Employees Health Scheme and of the State of Andhra Pradesh and implement the said Scheme, without fail.

7.The Network Hospitals of all the Thirteen (13) districts of the State of Andhra Pradesh and empanelled hospitals in other State(s) shall mandatorily are under the obligation to carry the Employees Health Scheme of the State of Andhra Pradesh. In case of failing to empanel and implement the said Employees Health Scheme by the network hospital, then under such circumstances, appropriate Disciplinary action will be initiated against the erring network hospital including the action of de-listing/de-empanelment of the hospital from the Scheme(s) of the Trust.

8. The Dental Establishment(s)/Hospital(s) which are proposed to be empanelled or empanelled under the Trust, comes directly under the purview of the Employees Health Scheme (EHS) & WJHS. It shall necessarily empanel itself under the Employees Health Scheme and provide the services to the beneficiaries of the EHS Scheme without fail. "Dr.NTR Vaidya Seva" Scheme is not applicable upon the above Dental establishments/hospitals/clinics who have exclusively taken Dental Specialty.

9.This Contract Agreement is binding and applicable upon the network hospitals who are carrying and implementing "Dr.NTR Vaidya Seva " Scheme, " Employees Health Scheme", "Dental Establishments " under the EHS, Working Journalist Health Scheme and any other health Schemes under the Trust , as applicable as the case may be in its respective contexts.

10. The hospital shall have to apply for empanelment of all the specialties available with the hospital at the time of application. It should not exclude any other specialty service

deliberately from the Scheme in spite of having such facility and hereby agrees to empanel for all the specialties for which adequate infrastructure is available. If it is found at the later stage that the hospital is taking only non-Dr.NTR Vaidya Seva for select specialties and discouraging admission to Dr.NTR Vaidya Seva beneficiaries the empanelment of the hospital is liable to be terminated, and the action as per law can be taken accordingly against the erring network hospital.

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

For and on Behalf of
Dr. NTR VAIDYA SEVA TRUST, Govt. of the State of Andhra Pradesh.

By _____
Authorized Representative

For and on Behalf of
Service Provider/ NWH

By _____
Authorized Representative

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

For and on Behalf of Each of the Members of the Service Providers
[Member]

By _____
Authorized Representative
[Member]

By _____
[Authorized Representative etc.]

Witnesses:

1. Witness for Dr.NTRVST

Sign:

Name & Address:

2. Witness for Service Provider/ NWH:

Sign:

Name & Address:

GENERAL CONDITIONS OF CONTRACT

Article 1 General Provisions

1. Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) **“Applicable Law”** means the laws and other instruments having the force of law in India, and includes the prevailing Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulation) Act, 2002 or the applicable Acts or rules governing the Government of the State of Andhra Pradesh and Government of India in the field.
- b) **“Dr. NTR Vaidya seva”** means the Scheme under the **Dr. NANDAMURI TARAKA RAMARAO VAIDYA SEVA TRUST** of the State of Andhra Pradesh as per G.O.RT.No. 404 HM &FW (I.1) department dt:05.08.2015.
- c) **“Vaidya Mithra”** means first contact person for the Dr. NTR VAIDYA SEVA TRUST, State of A.P, for the beneficiaries at Network Hospital under the Scheme(s) of the Trust.

d) **“NTRVSCCO”** means an Officer designated as NTR VAIDYA SEVA Camp Coordinator for the Scheme under the Trust to coordinate with Trust through NTR Vaidya Mithras.

e) **“Beneficiaries”**

(i) **Beneficiaries:** Members of Below Poverty Line (BPL) families identified through White Ration Card/ Annapurna Card /Anthyodaya Annayojana Card/TAP/ or Health Card issued by erstwhile State of Andhra Pradesh or other eligible cards identified by the state govt. and ONLINE database provided by Civil Supplies Department of the erstwhile composite state of the Government of the united state of Andhra Pradesh or the Govt. of the State of Andhra Pradesh, as the case may be.

(ii) **“Beneficiaries”(EHS):** The “beneficiaries” is as mentioned in clause 4.1 of G.O Ms.No.174, dated 01-11-2013 issued by the HM and FW (M2) department of the erstwhile composite state of Andhra Pradesh as stated in the Employees Health Scheme. Further, the beneficiaries means the patients availing the health services under Employees Health Scheme under the Trust. However it is subject to the further orders of the Government of A.P issued from time to time.

(iii) **“Beneficiaries” (WJHS)** The “beneficiaries” is as mentioned in clause I.1 of G.O Ms.No.12, dated 11-02-2015 issued by the HM and FW (I1) department of the State of Andhra Pradesh. , the beneficiaries means journalist identified & approved by the I & PR Dept. availing the health services under Working Journalists Health Scheme under the Trust. However it is subject to the further orders of the Government of A.P issued from time to time

f) **“CMRF”** means Chief Minister’s Relief Fund.

g) **“CMCO” Scheme:** Chief Minister Camp Office Scheme.

h) **“EHS”** means Employees Health Scheme of the Govt. of the State of Andhra Pradesh.

i) **“Health Card”** means the card issued to the eligible beneficiaries under the respective Scheme(s) by the erstwhile State of Govt of Composite State of Andhra Pradesh or issued by the Govt. of the State of Andhra Pradesh, as the case may be.

j) **“Category”** means the group of therapies as mentioned in the scheme.

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

k) **“CEO”** means Chief Executive Officer of the Trust, **under the Govt. of the State of Andhra Pradesh.**

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

m) **“Claim Float Account”** means the bank account where the claim float is parked and replenished on agreed terms by the Trust.

n) **“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).

o) **“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.

p) **“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.

q) **“Coverage”** shall mean the entitlement by the beneficiaries to Health Services provided under different Schemes, subject to the terms and conditions, of the respective Scheme.

p) **“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.

r) **“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.

s) **“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 erstwhile AP Gazette rules dated: 05.05.2007 and shall be registered with the **prevailing Andhra Pradesh Medical Council or the medical council constituted by the State of Andhra Pradesh, as the case may be.**

t) Dr. NTR Vaidya Seva Scheme(Dr. NTR V.S): means Dr. Nandamuri Taraka Rama Rao Vaidya Seva Scheme of the Govt. of the State of Andhra Pradesh, under the Trust.

u) **“Deliverables”** means the Products, infrastructure and Services specifically developed for ‘Dr. NTR VAIDYA SEVA 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.

v) **“Doctor”** means Qualified Allopathic doctor recognised by Medical Council of India and registered with prevailing A.P Medical Council / A.P. Dental Council.

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

x) **EDC** means “Empanelment and Disciplinary Committee” of Dr. NTR VAIDYA SEVA TRUST, State of A.P.

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

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

aa) **“Family members”**

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

(ii) Family members (EHS): In the EHS Scheme means as mentioned in clause 4.1.3 and clause 4.1.4 of the G.O Ms.No.174, dated 01-11-2013 issued by the HM and FW (M2) department of the composite State of Govt. of A.P for the Employees Health Scheme under the Trust.

(iii) **Family Members (WJHS):** In the Working Journalist Health Scheme means as mentioned in clause I.1 and I.2.1 of the G.O Ms.No.12, dated 11-02-2015 issued by the HM and FW (II) department of the State of Govt. of A.P **for the Working Journalists Health Scheme under the Trust.**

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

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

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

ee) **“Government”** means the Government of Andhra Pradesh or the Government of India as the case may be where ever it is applicable. Erstwhile state of composite state of Andhra Pradesh means the state of A.P which immediately existed prior to 02-06-2014.The above may be read and understood in its respective contexts as applicable accordingly.

ff) **“Government Hospital”** means Institution/hospital established by the erstwhile state government of composite state of A.P or the Government of State of Andhra Pradesh.

gg) **“Hospital”** means Hospital Registered under prevailing Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulations) Act, 2002, Rules & Regulations 2007 under the Act of erstwhile Government of the State of Andhra Pradesh/Govt. of Andhra Pradesh as applicable governing the field and PCPNDT Act with minimum 50 beds. It is subject to the further orders of the Government.

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

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

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

kk) **“IRDA”** means Insurance Regulatory and Development Authority

ll) **Working Journalist Health Scheme:** means Journalist Scheme of the Trust under the State of Andhra Pradesh.

mm) **“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.

nn) **“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;

oo) **“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).

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

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

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

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

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

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

- Consultation, medicines, diagnostics, treatment as per standard protocol, speciality services,
- Implants, grafts, prosthesis,
- Food,
- Cost of Transportation,
- Hospital charges etc.
- Post operative Care & Treatment of Complications.
- Post discharge Follow-up within 10 days after discharge

uu) **“Package Price”** means the price paid for the package to a NWH.

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

ww) **“Pre-Authorization”** means a process by which the NWH obtains written approval for certain medical procedures or treatments for the eligible beneficiaries, from the Trust and is mere approval of eligibility of the case for assistance under the Scheme(s).

xx) **“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);

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

zz) **“NVSMCCO ” means NTR Vaidya Seva Camp Coordinator from the Network Hospital with minimum degree qualification to coordinate with the Trust.**

ab) **“Reporting”** means reporting as the beneficiary.

ac) **“SCA”** means Service Contract Agreement.

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

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

af) **“Service Level”** means the level and quality of service and other performance criteria which will apply to the services as set out in the schemes under the trust.

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

ah) **“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.

ai) **“Scheme”** Dr. Nandamuri Taraka Rama Rao Scheme(Dr. NTR Vaidya Seva Scheme), CMCO Scheme, Working Journalist Health Scheme and the Employees Health Scheme (EHS) of the Govt. of the State of Andhra Pradesh or any other Health Scheme under the Trust.

aj) **“Service Provider”** means a hospital/clinic, nursing home or such other medical aid provider empanelled with the Trust and adhering to the empanelment procedure and guidelines and referred also as Network hospital (NWH)/Empanelled Hospital under the Trust. The Service Provider also includes the empanelled network hospitals under the Trust, situated in other States.

ak) **“Surgery/Surgeries”** means cutting, abrading, suturing, laser or otherwise physically changing body tissues and organs by qualified allopathic medical doctor who is authorized to do so.

al) **“Trust”** means Dr. NTR VAIDYA SEVA TRUST, Govt. of the State of Andhra Pradesh.

am) **“Third Party”** means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.

an) **“Treatment”** means medical/surgical and other modes of management by qualified allopathic Doctor in the Network hospital.

ao) **Therapy/ Therapies:** Standard way of medical treatment to the patient as per the medical protocols of Allopathic Medicine.

ap) **“TAT”** means Turn Around Time.

aq) **“The Scheme”** means the description of Services including the disease and financial coverage, the terms and conditions of services available under the scheme.

ar) **“Writing”** means either written in indelible ink or electronically through the appropriate module of the IT application of the Trust.

2. Relation between the Parties

Nothing contained herein in this contract shall be construed or deemed to create any association, partnership or joint venture, employer-employee relationship or principal – agent relationship in any manner whatsoever between the parties. The Service Provider subject to this Contract shall have complete charge of personnel and subcontractor, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder. It is the bounden obligation upon the part of the service provider to protect the interests of the Trust and its objections and to act under the policies and guidelines of the government from time to time in this regard.

3. Law Governing Contract and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The

jurisdiction over matters arising out of or relating to this Contract shall lie at Hyderabad exclusively under the “HIGH COURT OF JUDICATURE AT HYDERABAD”

In the matters concerning the empanelled network hospitals under the schemes of the Trust for the other States the jurisdiction of the court lies only under the “HIGH COURT OF JUDICATURE AT HYDERABAD”.

It is subject to the further orders of the Government.

4. Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

The heading shall not limit, alter or affect the meaning of this Contract. The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

6. Notices

- i. Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, e-mail, or fax to such party at the address specified in the SCC.
- ii. Notice will be deemed to be effective as specified in the SCC.
- 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.

7. Location

The service shall be performed at such locations as are specified in Appendix - G hereto and, where the location of a particular task is The service shall be performed at such locations as are specified n

appnot so specified, at such locations, as the Trust may approve.

8. Authority of Member in Charge

In case the Service Provider consists of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Service Providers' rights and obligations towards the Trust under this Contract, including without limitation the receiving of instructions and payments from the Trust.

9. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Trust or the Service Provider may be taken or executed by the officials specified in the SCC.

10. Taxes and Duties

Unless otherwise specified in the SCC, the Service Providers, Sub-contractors and personnel shall clear such taxes, duties, fees and other impositions as may be levied under the Applicable Law including the existing service tax laws and Finance Act. The Trust is subjected for the deduction of TDS as levied by the **Govt.** of the State of A.P from time to time as per the applicable law. TDS exemptions if any will be allowed subject to obtaining exemption certificate in favour of Dr.NTR Vaidya Seva Trust only.

11. Indemnity

Formal legal acceptance of responsibility against damage or loss, as specified in **SCC Clause 1.11**

12. To appoint other Service Provider:

The Trust has the right to appoint other Service Provider/s for implementing the packages.

Article 2 Commencement, Completion, Modification and Termination of Contract

1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Trust’s notice to the Service Providers instructing the Service Providers to begin carrying out the services mentioned in SCC. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2. Termination of Contract for Failure to Become Effective

If this contract has not become effective within such time period after the date of the Contract signed by the parties as shall be **specified in the SCC**, either party may, by not less than one (1) month’s written notice to the other party, declare this contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

3. Commencement of Services

The Service Provider shall begin carrying out the Services at the end of such time period after the Effective Date as shall be **specified in the SCC**.

4. Expiration of Contract

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

5. Entire Agreement

This contract contains all the necessary covenants, stipulations and provisions mutually agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. This contract is framed with the mutual assent of both the parties.

6. Modification

Modification of the terms and conditions of this contract, including any modification of the Scope of the service, may only be made by written agreement between the parties. Pursuant to clause GCC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other party. Modifications shall be further subject to Conditions **Specified in the SCC**.

7. Force Majeure

a. Definition

(a) For the purposes of this contract, “**Force Majeure**” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(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.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure,

provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

c. Measures to be taken

(a) 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.

(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.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. Extension of Time

Any period within which a Party shall, pursuant to this Contract, Complete any Action or task, shall be extended for a period Equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

e. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, there shall not be any payment.

f. Consultation

Not later than thirty (30) days after the Service Provider as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

8. Suspension

The Trust may, by written notice of suspension to the Service Providers suspend all payments to the Service Provider hereunder, if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period and in the manner **specified in the SCC**.

9. 1. Termination

a. By the Trust

The Trust may, by not less than thirty (30) days written notice of termination to the Service Provider (except in the event listed in paragraph (f) below, for which there shall be only notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1, terminate this Contract.

(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Trust may have subsequently approved in writing.

(b) If the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Service Provider submits to the Trust a statement which has a material effect on the rights, obligations or interests of the Trust and which the Service Provider knows to be false.

(d) If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of

not less than sixty (60) days; or

(e) If the Service Providers act to the contrary to the terms and conditions of this contract.

(f) If the Trust, in its judicious discretion and for any reasons what so ever, decides to terminate this Contract.

(g) In the event of delisting/de-empanelment of the Network Hospital, this contract Agreement will automatically be terminated without any further notice.

The above termination clause is subject to the orders of the **Govt. of the State of Andhra Pradesh**. The orders of the Govt. may prevail upon the provisions of this contract.

2. By the Service Provider

The Service Provider may, by not less than thirty (30) days written notice to the Trust such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 2.9.2, terminate this Contract:

(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 **Dr.NTR Vaidya Seva** accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a party may have under the Applicable Law.

4. Cessation of Services

Upon termination of this Contract by notice of either party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Trust, the Service Provider shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Trust shall make the following payments to the Service Provider.

- (a) Payments pursuant to Clause GCC 6 hereof for services satisfactorily performed prior to the effective date of termination;
- (b) Payments, expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.9.1 hereof, payments of any reasonable cost incident to the prompt and orderly termination of the Contract.

6. Disputes about Events of Termination

If either party disputes whether an event specified in paragraphs (a) through (e) of clause GCC 2.9.1 or in clause GCC 2.9.2 hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Article 3 Obligations of NWH

1. a. Standard of performance

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.

b. Law Governing Services

The Service Provider shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any subcontractors as well as the personnel of the Service Provider and any subcontractors comply with the Applicable Law. The Trust shall notify the Service Provider in writing of relevant Trust manuals and the Service Provider shall, after such notification, follow the same.

c. Scope of Services

The Scope of services to be performed by the Service Provider is specified in the Appendix-A. The Service Provider shall provide the services specified therein in conformity with the conditions and time Schedule stated therein Service Level Agreements (SLAs)

2. Conflict of Interests:

i. Service Provider not to benefit from Commissions, Discounts, etc.

The Payments of the Service Provider pursuant to Clause GCC 6 hereof, shall constitute the Service Provider's sole payments in connection with this contract or the services and, subject to Clause GCC 3.2.2 hereof, the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligation hereunder, and the Service Provider shall ensure that any subcontractors as well as the personnel and agents of either of them, similarly shall not receive any such additional payments.

ii. Procurement Rules of Government

If the Service Provider as part of the services, has the responsibility of advising the Trust on the procurement of goods, works or services, the Service Provider shall comply with any applicable procurement guidelines of the respective Governments and shall at all times exercise such responsibility in the best interest of the Trust.

iii. Prohibition of Conflicting Activities

The Service Provider shall not engage, and shall cause their Personnel as well as their Subcontractors and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional

activities which would conflict with the activities assigned to them under this Contract; and

(b) After the termination of this Contract, such other activities as may be specified in the SCC.

iv. Fraud and Corrupt Practices

a. The Service Provider and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, unwanted/unnecessary surgical interventions / therapies against medical ethics and standard treatment protocols or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Contract, the Trust shall be entitled to terminate this Contract forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Empanelment Process or before or after entering into of this Contract. In such an event, the Trust shall forfeit and appropriate genuine pre-estimated damages payable to the Trust towards, *inter alia*, the time, cost and effort of the Trust, without prejudice to the Trust’s any other rights or remedy hereunder or in law.

b. Without prejudice to the rights of the Trust under sub clause (a) above and the other rights and remedies which the Trust may have under this contract, if the Service Provider is found by the Trust to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this contract, the Service Provider shall not be eligible to apply for empanelment during a period of 2 (two) years from the date the Service Provider is found by the Trust to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

3. Confidentiality

The Service Provider, their Subcontractors, agents and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Trust work or operations, without the consent of the Trust.

4. Liability of the Service Provider

Subject to additional provisions, if any, **set forth in the SCC**, the Service Provider's liability under this Contract shall be as provided by the Applicable Law.

5. Insurance to be taken out by the Service Provider

The Service Provider (i) shall take out and maintain, and shall cause any subcontractors to take out and maintain, at their (or the subcontractors as the case may be) own cost but on terms and conditions approved by the Trust, insurance against the risks and for the coverage, as shall be specified in the SCC, and (ii) at the Trust request, shall provide evidence to the Trust showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

6. Accounting, Inspection and Auditing

The Service Provider (i) shall keep accurate and systematic accounts and records with specific details in respect of the services hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time charges and cost. (ii) Shall keep an accurate records up to date of all patient data and medical records in accordance with standard medical practices, and (iii) shall permit the Trust or its designated representative periodically, and up to one (1) year from the

expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Trust.

7. Service Provider's actions requiring Trust's prior Approval

The Service Provider shall obtain the Trust's prior approval in writing before taking any of the following actions:

a. Appointing or changing such members of the Personnel which has a bearing on the empanelment criteria;

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 and its personnel pursuant to this Contract;

c. Any other action that may be specified in the SCC.

8. Reporting Obligations

The Service Providers shall submit to the Trust the reports and documents, in the form, in the numbers and within the time periods set forth in the relevant manual of the Trust.

9. Furnishing of Copies of Medical records/ documents:

All medical records, reports, and other documents prepared by the Service Provider for the Trust under this contract shall be copied and provided to the Trust in the capacity of a government agency in order to comply with the applicable law whenever required. Restriction about the future use of these documents, if any, shall be **specified in the SCC.**

10. Equipment and Materials if any furnished by the Trust

Equipment and materials if any made available to the Service Provider by the Trust shall be the property of the Trust and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Trust an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Trust's instructions. While in possession of such equipment and materials, the Service Provider unless otherwise instructed by the Trust in writing, shall insure them at the expense of the Service Provider in an amount equal to their full replacement value.

11. Lease Agreement or Change of Management

If the Service Provider sells, transfers, bequeath, mortgages, leases out or in any manner transfers management/ownership or control of the Service provider's hospital or the building in which the services are offered, this agreement shall remain effective and valid for the full contract term upon the new owner/management of the Network Hospital taking over and the new owner/management shall be bound by this contract as if signed by him.

Settlement of claims / liabilities during the change over transit period will be in accordance with the agreement reached between the old / new management and claim payments made by accordingly.

The EDC is the competent authority to verify any matter related to the Service Provider in the clauses mentioned supra, and to take a decision on consideration/continuation of the contract agreement with new management/Service Provider on case to case basis depending upon the circumstances and the situation in the best interests of the Trust and its objectives. The decision of the EDC is binding upon the parties and the conditions narrated in the SCC (8.2 clause) are applicable.

The Service Provider shall intimate any such change to the Trust at least 30 days prior to such transfer with a copy of contract or

transfer deed.

The new owner/management shall submit revised certificate of registration and enter into a supplementary agreement / agreement with the Trust on the same terms and conditions.

12. General Provisions

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-E at the Web Portal of the State during the course of the contract, failing which it is done using standard formats supplied.

ii. The first point of contact for all the patients (both OP & IP) covering under the scheme shall be the Vaidyamithra positioned at the reception of NWH except in cases of emergency. Provided that all beneficiaries under any scheme of the trust covered by this agreement, entering the NWH premises shall be treated under this scheme

iii. Any payment received from the patient shall be refunded to the patient before their discharge from the hospital and evidence should be submitted.

iv. 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.

v. The Service Provider agrees shall possess and submit the declaration of the Ownership of the hospital as per registration under (Company/ Trust/ Society), premises and equipment. In case of lease of the hospital premises, the Provider agrees to submit Registered Lease Deed and its renewal from time to time.

vi. The NWH shall follow and act within the purview and in

accordance with the prevailing AP Allopathic Medical Care Establishments Act; or the Acts, Rules in force governing the field in the **State of** Andhra Pradesh as applicable as the case may be, PCPNDT Act (Wherever applicable) and as per the Rules of Medical Council of India, GOs and the applicable law from time to time. The NWH and its personnel shall firmly follow, abide and stick to the moral and code of Medical Ethics under all circumstances.

vii. The Service Provider agrees not to sell/ transfer/ lease or otherwise close down the NWH without prior intimation to the Dr.NTRVST. In case of any sale /transfer/lease the NWH shall take steps for de-empanelment of the NWH from the Scheme(s) and covenants to provide treatment to the existing beneficiaries till completion of required treatment and also in facilitating Follow-up treatment to the eligible beneficiaries as per follow-up packages.

viii. 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.

ix. The Service Provider hereby obligates that it shall respond/reply to the letters/notices/communication/correspondence issued by the Trust. In case of non-responding the same, it will be viewed seriously by the Trust and appropriate action will be taken against such network hospital in accordance with the letters/notices issued by the Trust.

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

1. General

The Service Provider shall employ and provide such qualified and experienced Personnel and sub-contractors as are required to carry out the Services.

2. Description of Personnel

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.

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

iii. Any other such adjustments shall only be made with the Trust written approval.

3. Approval of Personnel

The key personnel and subcontractors listed by specialty as well as by name in the Scrutinized online empanelment application are hereby approved by the Trust. Any subsequent changes shall be made after approval of the Trust.

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

4. Approval of Infrastructure and Equipment

The key infrastructure and equipment listed for specialty services as well as for general services in the Scrutinized online empanelment application are hereby approved by the Trust. Any subsequent changes shall be made after approval of the Trust.

5. Replacement of Personnel:

i. 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.

ii. Liability of Service Provider: If the Trust (i) finds that the NWH or any of its Personnel has committed serious misconduct or ethical wrong or has been charged with having committed a criminal action and negligence, deficiency of service, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall be held liable and are answerable to Courts, Forums upon their own responsibility.

6. Coordinator(s):

If required under SCC, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services, a coordinator(s), acceptable to the Trust, shall be coordinating the performance of such Services.

Article 5 Obligations of the Trust:

1. Assistance and Exemptions:

Unless otherwise specified in the SCC, the Trust shall use its best efforts to all reasonable assistance as may be **specified in the SCC.**

2. Access to Software application:

The Trust warrants that the Service Provider shall have, free of charge, unimpeded access to the relevant module(s) of the software application of Trust in respect of which access is required for the performance of the Services.

3. Changes in the Applicable Law:

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the expenses otherwise payable to the Service Provider under this Contract shall remain the same and subject to the ceiling amounts specified in Clause GCC 6.1(b).

4. Services and Facilities of the Trust:

The Trust shall make available to the Service Provider and the Personnel, for the purpose of any training and free of any charge, the training facilities at the times and in the manner specified by the Trust.

5. Payment:

In consideration of the Services Performed by the Service Provider under this contract, the Trust shall make to the Service Provider such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. Counterpart Coordinator(s):

The Trust has made available to the Service Provider, and free of charge, counterpart coordinator(s) on behalf of the Trust. The specified counterpart coordinators are **given in SCC**.

7. Other obligations of Trust are specified in SCC

Article 6 Payments to the Service Provider:

1. Packages

a) The definition of package is **specified in SCC**

b) Except as may be otherwise agreed under Clause GCC 2.6 payments under this Contract shall not exceed the ceilings **specified in the SCC**.

2. Payments:

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

(b) Payments shall be determined on the basis of satisfactory performance of the identified procedures as per standard medical practice after the date determined in accordance with Clause GCC

2.3 and Clause SCC 2.3 (or such other date as the parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, **in the SCC**.

2. Currency of payment:

a) Payments shall be made in Indian Rupees.

Mode of Billing and Payment:

Billings and payments in respect of the services shall be made as follow:

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.

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 provided all the required documents uploaded.

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. **iv.** All payments under this contract shall be made to the accounts of the Service Provider **specified in the SCC.**

Article 7 Fairness and Good Faith:

1. Good Faith:

The parties hereby undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

2. Operation of the contract:

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly and judiciously (to act 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.

Article 8 Settlement of Disputes:

1. Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes or contentions arising out of or in connection with this contract or the interpretation thereof.

2. Dispute Settlement:

i. Any dispute between the parties arising under or related to this SCA that cannot be settled amicably may be referred to by either

party to the Arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996 or other rules as may be mutually agreed.

ii. The parties herein fully 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.

The jurisdiction of any such Arbitration or the litigation lies at Hyderabad under the “HIGH COURT OF JUDICATURE AT HYDERABAD”.

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

Article 9 Disciplinary Action

1. Any deficiency in service by the empanelled hospitals or non-compliance of the provisions of SCA will be scrutinized by the Empanelment Disciplinary Committee (EDC) constituted as per the Resolution No. 134/ 2009 comprising of representatives from the Trust shall make deliberations and **suspend/ delist/ stop payments/Seek Bank Guarantee as Security** or take any other appropriate action i.e., imposing of **Exemplary Penalty up to Ten Times** against erring NWHs for their acts of Omissions and Commissions by virtue of Board Resolution No. 234/ 2011, based on the nature of the complaint against the Service Provider. The Service Provider shall abide by the decisions made by the EDC and the Trust as specified in SCC. .
2. The Empanelment and Disciplinary Committee of the Trust is duly empowered and competent to initiate the Disciplinary proceedings and take disciplinary action as above stated against the erring network hospital of the other State empanelled under the scheme(s) of the Trust. If EDC finds that the network hospital of the State/other States has violated the provision(s) of the Service Contract Agreement

with reference to the infrastructural, equipment, manpower and the service deficiencies and malpractices etc., then the EDC is empowered to initiate the action against the erring network hospital. The recommendations, decisions, action taken in any of the Disciplinary matter against the network hospital of the State/other States is binding and obligatory upon the hospital. All the Disciplinary Actions as mentioned in clause 9(1) above are applicable upon the network hospital of the state/other States.

3. In the matters of Disciplinary Actions under the Employees Health Scheme (EHS), the relevant provisions as mentioned in vide G.O Ms. No.174, dated 01/11/2013, HM&FW(M2) Dept. issued by the erstwhile Govt. of Andhra Pradesh or any G.Os/Notifications issued by the Govt. of Andhra Pradesh from time to time shall be applicable, along with the above clauses as mentioned in the Article.

4. The Network Hospital understand and agrees that the Trust/EDC has the liberty to prosecute the erring Establishment/ hospital and its responsible personnel as per law in civil and criminal jurisdiction, including the legal action of recovery in the matters of collection of money by the hospital and the relief of damages/compensation against the hospital concerned.

5. i. A Network Hospital has the opportunity to prefer an Appeal to the Chief Executive Officer of the Dr.Nandamuri Taraka Ramarao Vaidya Seva Trust within Fifteen (15) days of the Order (receipt of Order) of the Empanelment and Disciplinary Committee (EDC).

ii. In the event of non-compliance of the decision/order of the EDC and in the absence of an Appeal to the Chief Executive Officer, the action of delisting or other competent action as per law and the Guidelines laid down by the Trust will be taken against the non compliant hospital.

N.B: The above Article-9 is applicable and binding upon Dr.NTR Vaidya Seva, Employees Health Scheme, Working

**Journalist Health Scheme (WJHS) and the other Scheme(s)
under the Trust.**

Article 10 Scheme(s)

- i. The scheme(s) that the Network Hospital/Empanelled Hospital shall service are:
 - a. Dr. Nandamuri Taraka Rama Rao Vaidya Seva (Dr. NTR V.S Scheme).
 - b. Chief Minister Camp Office (CMCO Scheme).
 - c. Employees Health Scheme. (EHS)
 - d. Working Journalist Health Scheme. (WJHS)
 - e. **Any other Health Scheme introduced under the Trust of the Govt. of Andhra Pradesh.**
- ii. **The Guidelines for the scheme(s) are available in the manual and literature thereto, on the Trust website of the State of A.P, as amended from time to time.**
- iii. **This agreement shall cover all the schemes mentioned in article as recommended and approved by the EDC/Trust. (The Network hospital recommended for that category / scheme(s) shall provide services as per the EDC/Trust).**

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

SPECIAL CONDITIONS OF CONTRACT

Article 1 General Provisions:

4. The language shall be English

6. The addresses are:

For the Trust:

Dr. NTR VAIDYA SEVA Trust,
(Dr. NTR Vaidya Seva)
State of ANDHRA PRADESH,
Door No. 8-2-293/82/a/ahct,
Road No: 46, Jubilee Hills,
Hyderabad - 500033

Attention:

Telephone No.: 91-040-23547107

Fax : 91-040-23555657

E-mail: ceoap@aarogyasri.gov.in

For the Service Provider:

Address:

Attention:

Telephone No.:

Fax:

E-mail:

Notice will be deemed to be effective as follow:

- i. In the case of personal delivery or registered mail, on delivery;
- ii. In the case of facsimiles, 02 days (48) hours following confirmed transmission.
- iii. In the case of communication, intimating through Trust portal.

8. The Service Provider is a single entity.

9. The Authorized Representatives are:

For the Trust: The District Coordinator of the respective District, Dr. NTR Vaidya Seva Trust representing CEO, Dr.NTRVST, Govt. of A.P.

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

10. The package price payable by the Trust to the Service Provider shall be subjected to statutory tax deductions at source (TDS) at applicable rates. The Trust shall issue a TDS certificate to the Service Provider for all TDS deducted and Service Provider agrees that such certificate may be issued periodically. The TDS certificate shall be provided by the Trust to the Service Provider within one month of the expiry of the relevant financial year.

11. The Service Provider is aware that this Contract has arisen for the purpose of implementation of the scheme(s) of the Trust and other Schemes under the Trust and accordingly the Service Provider shall under no circumstance charge or seek any payment from the beneficiaries but will look only for indemnity, and that too only to the package amount specified in respect of procedures referred to earlier and agreed to under this Contract. Signature or the LTI of the patient / Beneficiary will be obtained on the discharge form. The Service Provider shall be covered by proper indemnity policy including errors, omission and professional indemnity and agrees to keep such policies in force during the entire tenure of the agreement.

a. Acts of Commissions and Omissions by NWH:

The Provider shall be responsible for all commissions and omissions in treating the patients referred under the Scheme and will also be responsible for all legal consequences that may arise. Trust shall not be held responsible for the choice of treatment and outcome of the treatment or quality of the care provided by the Provider and should any legal complications arise and is called upon to answer, the provider indemnify to pay all such legal expenses and consequent compensation, if any

b. Deficiency in Services:

The Service Provider admits and agrees that if any claim arises out of alleged deficiency in service on their part or on the part of their men or agents, then it will be the duty of the Service Provider to answer such claim. In the unlikely event of Trust being proceeded against for such cause of action and any liability was imposed

on them, only by virtue of its relationship with the Service Provider, then the Service Provider will step in and meet such liability on their own.

c. Treating Doctor and NWHs responsibility:

The mere Preauthorization approval of case by Trust based on the data provided by the Network Hospitals shall not be construed as final medical opinion with regards to Diagnosis & Treatment of choice. The treating Doctor & Network hospital shall be solely responsible for the final diagnosis of disease, choice of treatment employed and outcome on such treatment.

12. Trust reserves the right to appoint other service provider/s for implementing the packages envisaged herein and the service provider shall have no objection for the same.

Article 2 Commencement, Completion, Modification and Termination

Of Contract:

1. 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 and as per empanelled criteria as laid down.
- iii) **The contract shall be deemed to have come into effect from ___ date.**

2. The time period shall be fifteen (15) days.

3. The time period shall be zero.

4. The time period shall be for **one [1] year** subject to the condition that it is understood and agreed between the parties that the term of this agreement shall be extended, on the existing terms and conditions, by a period of 3 months unless expressly terminated by the Trust through a letter in writing, or by a new agreement between the parties. It is subject to the orders of the government issued from time to time as the case may be. In any of the circumstances the orders of the Trust under the Government of the State of Andhra Pradesh shall prevail and will be binding upon the parties.

6.(a) Addendum:

The Trust and the Service Provider upon mutual consent shall be entitled to carry the addendum through separate addition to this SCA with a view to modify, alter, ratify

or add to the existing clauses of this SCA in such manner and to such extent as they may consider expedient in the interest of and for the purpose of the Trust.

(b) Circulars / G.O.s:

The service provider shall earnestly abide and adhere to the circulars, guidelines, instructions of the Trust and the G.O.s, notifications and the guidelines of the Government of the State of Andhra Pradesh, issued from time to time related to the Trust and its Schemes. The same shall be binding upon all the network hospitals (NWHs) of the State of Andhra Pradesh and other state network hospitals as well from the date of its issuance.

(c) Guidelines:

The Service Provider of the State of Andhra Pradesh and other States, agree to follow all the Guidelines in rendering the services to patient beneficiaries as part and parcel of this SCA. The Service Provider also agrees to follow and adhere to the Guidelines issued by the Trust from time to time.

(d) Entering into documentation:

The Service Provider hereby agrees to enter into any Agreement, Contract or Documentation with Dr.NTRVST as and when such need arises in the interest of the Trust and its Schemes.

(e) Online/Trust Web Portal:

Online /Trust Web Portal mechanism is obligated and binding for the empanelled network hospitals situated in the State of A.P and on empanelled Network Hospitals of the other States under the scheme(s) of the Trust. The Packages, Package Pricing and Follow up Packages displayed in Trust Online Web Portals regarding the Schemes of the Trust forms the integral part of this Service Contract Agreement along with the Manual of the Trust issued from time to time.

Further, the process of Empanelment, Pricing, Preauthorization, Claims of the hospitals, follow up, Payments to the hospitals and Disciplinary Proceedings placed on Online/Trust Web Portal of the Trust shall mandatorily binds upon

the network hospital.

7. None

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

9. None

Article 3 Obligations of Network Hospital

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

- i) The obligations of the Network Hospital(s) shall be referred under “OBLIGATIONS OF NWH” as laid down in Scheme Guidelines Appendix-A of this SCA and its related references, as amended from time to time. It is applicable to Dr. NTR vaidya seva, Employees Health Scheme and the other Scheme(s) under the Trust.
- (ii) The empanelled network hospitals of other states shall scrupulously follow and implement the Scheme(s) under the Trust without any deviations.
- (iii) The Circulars, Guidelines issued by the Trust and the G.Os, proceedings, notifications and the guidelines issued by the Govt. of the State of Andhra Pradesh in the matters of the Scheme(s) of the State of A.P, under the Trust shall be binding upon the network hospitals of the other States. Network Hospitals of the other states shall follow and implement the same.
- (iv) The network hospitals of the other States shall provide the treatment to the patient beneficiaries of the State of Andhra Pradesh. In case of refusal of the treatment to the eligible beneficiary, then the Trust will view it seriously and Disciplinary Action will be taken against the erring network hospital which is responsible for such denial of treatment.
- (v) The jurisdiction of the Arbitration proceedings and the case/litigation shall be at Hyderabad under the “HIGH COURT OF JUDICATURE AT HYDERABAD”.

- (vi) The network hospitals of the other states are subject to the Disciplinary proceedings/action of the Empanelment and Disciplinary Committee of the Trust at the H.O of the Trust at Hyderabad, or Vijayawada as decided by the Trust.
- (vii) The network hospitals of the other States shall mandatorily obtain the necessary permissions/licenses/certificates/ authorizations, that are required for the hospital's Building approvals, Infrastructure, Equipments, Manpower and the Services as per the applicable law and rules governing in their own state.
- (viii) The network hospitals of the other States shall allow the inspections/inquiries carried by the Trust and its officials in their hospital, conducted from time to time and shall not suppress any fact or facts or mislead the trust authorities in any manner. They shall cooperate with trust officials the inspections and enquiries.**
- (ix) The network hospitals of the other States shall coordinate with the Trust, its officials and the Trust's officials at the field level, and shall not give any room of any grievance/complaint of non cooperation with the Trust staff and its officials.**
- (x) The network hospitals of the other States shall follow the applicable law governing the TDS, Service Taxes etc besides following the Guidelines/ Circulars of the Trust issued from time to time.**

2.(i) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Trust who is or has been associated in any manner, directly or indirectly with Empanelment Process or Package Price fixation process or dealing with matters concerning the contract or empanelment guidelines before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Trust, shall be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or engaging in any manner whatsoever, whether during the Selection

Process or after the empanelment or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Scheme or the empanelment or the contract, who at any time has been or is a legal, financial or technical adviser in relation to any matter concerning the Scheme.

(ii) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process.

(iii) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Empanelment Process or the exercise of its rights or performance of its obligations by the Trust under this contract.

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

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

(vi) Malpractices:

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

- A) Collection of money from the beneficiaries.
- B) Deficiency of services
- C) Engaging middle men
- D) Rejection of services to the patient beneficiaries under the schemes of the Trust.
- E) Mobilizing patients by fraudulent means to network hospitals
- F) Fraudulently luring the patients from other hospitals and shifting them at their choice of hospitals, through brokers, agents and marketing executives etc.
- G) Payment of commissions or percentage by NWHS to primary health care’s staff or Trust field staff for gaining undue favors.
- H) Unauthorized shifting of **patient beneficiaries to** other hospitals.
- I) Discontinuing the required treatment to the beneficiary.
- J) Fraudulent and fake pre-authorizations.

- K) Fraudulent claims
- L) Creating and using bogus and forged documents
- M) Referral cases with wrong guidance
- N) Misguiding the patients by giving wrong guidance
- O) Inhuman behavior against the beneficiaries.
- P) Using beneficiaries for clinical trials/live demonstrations.
- Q) Not utilizing Standard Medical & Surgical consumables like implants, Stents, Valves, IOL's etc.

b.The NWH shall neither encourage such illegal and unjust activities nor shall act or commit the same. The Trust on the other hand shall enquire/inspect the same when it is brought to its notice and initiate disciplinary actions against the NWH and appropriate action including civil and criminal actions as per law and its relevant G.Os against the guilty/culprits.

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

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

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

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for fees made or expected to be made to the Service Provider hereunder, or (B) the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability, whichever of (A) or (B) is higher.

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

b. Statute of Limitations:

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

c. Waiver:

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

d. Liability of Claim/ Suit/ Disciplinary actions:

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

e. Cyber Crimes:

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

f. Lodging of Police Complaint:

(i) The service Provider shall not entertain or encourage middlemen or brokers for processing empanelment, pre-authorization, claim settlements and disciplinary matters of the Trust or the matters related to the Trust. In such an event of undue interference by the vested interests the NWH shall lodge a complaint with the nearest police station under intimation to the Trust and follow the same scrupulously. The NWH understands that the workflow process in the Trust operates through online and there is no scope for influence from any outside elements.

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

g. Severability:

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

h. The Precedent of Contract:

This contract is precedent over other statements.

i. Novation of Contract:

It is hereby agreed between the parties hereto that the previous contracts, if any, shall come to an end with the execution of this contract and henceforth the parties shall be governed by the provisions of the present Service Contract Agreement.

5. None

6. None

7. None

8. None

9. 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.

10. None

11. As per term 11.15 of Trust manual **February- 2013** at appendix –A as amended from time to time.

12.i. Obligations of the NWH as per term 11 of Trust manual **February- 2013** at appendix –A as amended from time to time.

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

iii. It is quite necessary that the list of Empanelled Specialties selected shall match with the “EDC approved Specialties”/ “Online Specialities” of the Trust relating to the specific NWH. In the event of any proposed change, addition or deletion of the specialties selected by the NWH, it has to be preceded by the application of the request of such change of specialties by the NWH and consequent permission/approval thereupon by the Trust. It is emphasized herein that the

permission/approval of the Trust is the indispensable requirement to effect any change of empanelled Specialty, or else any such change concerning the intended specialty shall not be effected and will be deemed as invalid.

(iv) Further, in case of discrepancies occurs between the list of marked specialties(Appendix-B) and the EDC approved specialties/online specialties then in that event the later will prevail upon the former and the EDC approved specialties/online specialties/**Hospital master** shall be binding upon the network hospital.

(v) In the context of b (i) above the empanelled network hospital shall submit its necessary Declaration/Undertaking w.r.t the Specialties, as and when asked for and desired by the Trust, which will be read along with this contract and forms the part and parcel of this Service Contract Agreement.

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

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

MEDCO duties

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

NVSMCCO Duties

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

Article 5 Obligations of the Trust:

1.None

2.None

3. None

4. None

5. None

6. Counterpart coordinators are the Vaidyamithras, Team Leaders, District Manager and District Coordinator on behalf of the Trust at district level in its respective states. **Vaidyamithra** shall identify beneficiary, follow preauth., monitor cashless treatment, escort the patient, resolve grievances and communicate with the NWH on behalf of the Trust.

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

7.i. The provisions and guidelines in implementation manuals shall be prospective.

ii. The Trust shall adhere to the time lines and SLAs under this agreement.

iii. The Trust shall accept the diagnosis and line of treatment if the choice of management is being followed as per the standard medical protocols and duly supported by online evidences as enlisted in the manual.

Article 6 Payments to the Service Provider

1.a. Packages

Package definition: As per term 21 of Trust manual March, 2013 as amended from time to time.

b. Follow Up Packages: As per term 22 of Trust manual March, 2013 and other identified follow up packages under EHS and WJHS as amended from time to time.

1.b. See in Appendix - C

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

2. b. The prices of the **scheme(s) procedures will be subject to updation and the amendment from time to time.**

The Package, Package Prices and the Follow up Packages mentioned in the Scheme(s) of the State of Andhra Pradesh under the Trust are in Trust Web Portal Online which is updated on the portal from time to time. The Trust Web Portal Online forms the integral part and part and parcel of this Service Contract Agreement, which shall be binding upon the parties.

3.None

4.a. Claims: The claim process is subject to term 13 of Trust manual March, 2013 as amended from time to time.

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

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

c. Enhancement of Packages:

Enhancement of package may be considered in certain cases where hospitals have to attend to associated diseases not packaged under the scheme in the same patient, extended surgeries in certain situations and extended stay on account of unrelated complications. The enhancements will be subject to guidelines at term 23 of Trust manual March, 2013 at Appendix-A as amended time to time.

d.The above and the other matters related to the scheme shall be governed by the applicable Manual and the guidelines issued/updated/amended by the **Government of the State of A.P** from time to time.

(i) Dr.NTR Vaidya seva

The payments shall be made online to the Current Account bearing Name _____no. _____
IFSC code _____ of Bank _____Branch _____.

(ii) Employees Health Scheme (EHS)

The payments shall be made online to the Current Account bearing Name _____ no. _____

IFSC code _____ of Bank _____ Branch _____.

(iii) Working Journalist Health Scheme (WJHS)

The payments shall be made online to the Current Account bearing Name _____ no. _____

IFSC code _____ of Bank _____ Branch _____.

Article 7 None

Article 8 Settlement of disputes

1. None

2.Procedure of Arbitration

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:

a) At the first instance the parties shall refer such dispute to their respective CEO/ COO/ MD/ Superintendent/ Chairman/ CMD for resolution.

b) In the event the above authorities of the respective institutions are unable to resolve the dispute within 30 days of it being referred to them, then either party may refer the unresolved dispute for resolution under the Arbitration and Conciliation Act 1996 or the applicable Rules thereto to a committee of arbitration consisting of three Arbitrators. The first one to be appointed from the Trust and the second from the Network hospital. The said two appointees shall appoint the third arbitrator, with their mutual consent and concurrence.

It is desirable upon the part of both the parties to include the members of the Registered Medical Associations from the state in the arbitration committee.

The Arbitration shall be **held in Hyderabad/Vijayawada**, India and the proceedings shall be in English. **Further, the place of Arbitration is subject to the final decision by the Trust.**

The Arbitrator(s) shall make a reasoned award (the AWARD). Any award made in

any arbitration held pursuant to the settlement of disputes shall be final and binding on the parties as from the date it is made and the Service Provider and the Trust agree and undertake to carry out such Award without delay.

The contract and the rights and obligations of the parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

The arbitration award shall be subject to the jurisdiction of the “HIGH COURT OF JUDICATURE AT HYDERABAD”. No matter pertaining to claim rejection or repudiation against the network hospitals shall be brought for Arbitration.

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

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

The Disciplinary Proceedings are applicable to all the network hospitals including the empanelled network hospitals of the other States with respect to all the schemes under the trust.

The necessary appendices are annexed hereto which forms the integral part of this contract.

APPENDIX- A

Term11: Service Level Agreements (SLAs):Dr.NTR Vaidya Seva

SNo	Service Level Agreements (SLA)	Time, Term
1	Registration to OP/IP Conversion	24 Hours from the conclusion of diagnosis
2	IP to Preauthorization submission	3Days
3	Updation of Preauthorization pending cases without Invasive diagnostic procedures	6 Hours
4	Updation of Preauthorization pendingcases requiring Invasive diagnostic procedures / Special investigations	3Days
5	Onlineon-bed status updationbyMEDCO	Daily
6	Clinical notes updationinCasesheet (Physical /Online)	Daily
7	Preauthorization approval to Surgery/ Procedure done for emergencyapprovals	6 Hours
8	Onlineupdation ofsurgerynotes	24 Hours
9	Onlineupdation ofdischargedocuments (Satisfaction acknowledgement, Transport acknowledgement,Dischargesummary)	1 Hour prior to Discharge
10	Provision of timely & qualityfood	As prescribed
11	OnlineUpdation by MEDCO after registration of patient forFollowup service	1 Hour
12	Onlineupdation ofFollow-up-treatment	24 Hours
13	Payment oftransportation charges	Alongwith Discharge
14	Resolution of complaintsLogged into MEDCOsAc	2Days
15	Time between Preauthorization and Surgerydone	15 days
16	Timebetween initiation ofpreauthorization bythe ServiceProvideras permanual and approval by Trust	12 Hrs
17	Timebetween properupdation ofpreauthorization queries andapproval bythe Trust	12 Hrs
18	Enhancementapprovals (provided submission of all the necessary documents & updating pending remarks within 48 Hours ifany)	4 days
19	Auto cancellation of the claim If not submitted after discharge update by network hospital	90 days

20	Claim settlements after submission of all the necessary documents	7 days
21	Response to claim queries raised by Trust	90 days subject to maximum of 60days after end of financial year.
22	Final settlement of Claims after discharge	Within 60 days after final updation from the hospital

Service Level Agreements –(EHS,WJHS)

S.NO	Service Level Agreements (SLA)	Time, Term
1	Patient Registration for Telephonic Approval	72 hours
2	Auto Cancellation of Preauth Pending Cases	45 Days
3	Auto Cancellation of Preauth Approved but Surgery not updated	60 Days
4	Auto Cancellation of Surgery Updated cases but Discharge is not Updated	60 Days
5	Penalty for missing clinical notes for Certain Procedures	Penalty Amount = missing Days * ward stay amount
6	Claim Initiation Period for Discharge Updated Cases	11 Days or more from the date of Discharge
7	Follow-up Initiation Period for Discharge Updated Cases	11 Days or more from the date of Discharge
8	Employee to Pensioner Auto Conversion	60 years from Employee DOB

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

APPENDIX-B:

List of Specialties Empanelled as per EDC recommendation

S.NO	Code	Specialties	Hospital	Inspection	EDC	S.NO	Code	Specialties	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	InfectiousDiseases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	S5	Orthopaedics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21	M4.1	PaediatricIntensiveCare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	S6	SurgicalGastroenterology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22	M4.2	NeonatalIntensive care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	S7	Cardio Thorasicsurgery	<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	PediatricSugery	<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"/>	32	S18	Dental(EHS & WJHS only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX-C:

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

APPENDIX-D:

FOLLOW UP PACKAGES

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

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

APPENDIX- E:

FILLED UP APPLICATION FOR EMPANELMENT SUBMITTED BY THE SERVICE PROVIDER.

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

Place:

Service Provider

Dated:

Dr.NTR Vaidya Seva Trust
(Govt. of Andhra Pradesh)

-----X-----