

THIS AGREEMENT for providing health care facility is made on the _____ **day** of **March, 2021**

Between

1. The **National Institute of Foundry and Forge technology, Ranchi** having its office at **Hatia, Ranchi - 834003** (hereinafter called the Institute) of the **First Part.**

AND

2. _____ (Name of the Hospital) located at
_____ (address) and having its
office at _____ (address)
(hereinafter called the Hospital) of the **Second Part**.

1 DEFINITIONS AND INTERPRETATIONS:

The following terms and expressions shall have the meaning as mentioned against those for the purpose of this Agreement.

- 1.1 **“Agreement”** shall mean this Agreement and all Schedules, Supplements, Appendices, Appendages which form part of this agreement and subsequent modifications, if any made in accordance with the terms of this Agreement.
- 1.2 **“Beneficiary”** shall mean a person who shall be authorised by the Institute to receive benefit of health care under this Agreement and/or a person whose name is mentioned as such in the Medical Card issued by the Institute.
- 1.3 **“Benefit”** shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
- 1.4 **“De-recognition of Hospital”** shall mean debaring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment or not following the good industry practices of the healthcare for the NIFFT beneficiaries after following certain procedure of inquiry.
- 1.5 **“Emergency”** shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- 1.6 **“Empanelment”** shall mean the Hospital empanelled by the Institute for a particular period for providing medical facilities and procedures, etc. to the NIFFT beneficiaries at the rates agreed by the NIFFT.

- 1.7 **“Hospital”** shall mean the hospital mentioned of the Second Part, while performing under this agreement providing medical investigations, treatment and the healthcare to the employees and their family members.
- 1.8 **“Medical Card”** shall mean the Medical Card issued by the Institute under signature of the authorised official containing details of the employee and other beneficiaries with photographs.
- 1.9 **“Nodal Officer”** shall mean the official(s) of the parties authorised to be so by the respective parties.
- 1.10 **“Package Rate”** shall mean and include lump sum cost of inpatient treatment and/or day care diagnostic procedure for which a beneficiary has been permitted by the competent authority or for treatment under emergency up to the time of discharge including (but not limited to) (i) Registration charges (ii) Admission charges (iii) Accommodation charges including patients diet (iv) Operation charges (v) Injection charges (vi) Dressing charges (vii) Doctor/Consultant visit charges (viii) ICU/CCU charges (ix) Monitoring charges (x) transfusion charges (xi) Anaesthesia charges (xii) Operation theatre charges (xiii) Procedural charges / surgeon's fee (xiv) Cost of surgical disposable and all sundries used during hospitalization (xv) Cost of medicines (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. and excluding expenses on telephone, tonics, cosmetics etc. (xviii) Nursing care and charges for its services.

2 SERVICES & RATES:

- 2.1 The above Hospital mentioned of Second Part is empanelled by the Institute for services for which empanelled by CGHS and all other in-house services provided by them.
- 2.2 **Out Patient Department (OPD)** Consultation and investigation/diagnosis shall be charged as per CGHS rates as applicable for Ranchi.
- 2.3 **In Patient Department (IPD)** charges, i.e. Consultation, Diagnosis, Treatment, Nursing, Accommodation, etc. will be charged as per **CGHS rates as applicable for Ranchi**. In case of procedure / treatment / diagnostic not

covered under CGHS, the hospital will offer a **discount of ____%** on packages & diagnostics (except drugs, consumables & implants costs, stent cost, etc) on the normal hospitals rates.

- 2.4 Wherever the rates including “Package Rate” of the Hospital is lower than the CGHS rates, the former shall be charged by the Hospital.
- 2.5 The Hospital shall also provide **discount of ____% on Full Body Health Check Packages** for the beneficiaries.
- 2.6 The Hospital will organize Medical Awareness Programmes and free Health Check Camps through their specialists and/or other experts from time to time in the Institute (at least one each in a year).
- 2.7 This agreement is between the Hospital and the Institute. The patient will be seen by any of the consultant of the hospital available at the time.

3. TREATMENT IN NORMAL COURSE:

- 3.1 For receiving OPD services, no Referral Letter from the Institute is required. The beneficiary shall produce the original Medical Card for availing OPD services under this Agreement.
- 3.2 For receiving IPD services on direct payment basis by the beneficiaries, no Referral Letter from the Institute is required. The beneficiary shall need to produce the original Medical Card for availing IPD services under this Agreement.
- 3.2 For obtaining IPD services by the beneficiaries on credit basis, a Referral Letter signed by an authorised signatory of the Institute is required to be submitted in original along with production of the Medical Card.

4. TREATMENT IN EMERGENCY:

- 4.1 In emergency, wherever a Referral Letter is not possible, the **Hospital will not refuse admission or demand** any advance payment for treatment of employees and dependant beneficiaries and will provide required services on credit basis on production of a valid Medical Card.

4.2 The Hospital will intimate to the Nodal Officer of the Institute about such patient admitted in emergency at the earliest possible but not later than the next working day along with the details of the patient and/or employee so admitted, disease, expected duration of stay, proposed treatment and approximate expenditure involved on treatment, duly certified by the Medical Superintendent. On the basis of such intimation, the Nodal Officer of the Institute will issue the required Referral Letter within the same/next day.

5 PREPARATION AND PRESENTATION OF MEDICAL BILLS:

5.1 The medical bills in case of IPD treatment against referral will be prepared in two parts. One as per CGHS Rates/Packages to be directly reimbursed by the Institute and be sent to the Registrar of the Institute, and second part for services not covered under CGHS and/or for non-entitled services with discount of _____% and be presented to the employee at the time of discharge. Such additional amount will be paid by the employee directly to the Hospital.

5.2 The medical bills in case of OPD treatment and IPD treatment without referral, otherwise than in emergency, will be prepared in two parts. One as per CGHS Rates/Packages for the entitled services and the other with discount of - _____% for services not covered under CGHS and/or for non-entitled services. Both the bills to be presented to the employee at the time of registration and/or providing the service. **Such bills will be paid by the employee directly to the Hospital.** The employee will subsequently seek reimbursement for the admissible part from the Institute.

5.3 The Hospital shall present the medical bills as mentioned in Para – 4.1 within 30 days of discharge of the beneficiary from Hospital. The medical bills of the Hospital presented to the Institute will be audited by the Institute for payment.

5.4 In the bills, all the details / break-up of charges (e.g. charges for room rent, investigations, medicines, consumables, Doctor's visit, surgical / non-surgical procedures, etc.) shall be furnished.

5.5 All medical bills shall be duly signed with date by the attending consultant or the Medical Superintendent or any other designated administrative authority and be duly stamped with seal of the signatory.

6. GENERAL CONDITIONS

6.1 Check of impersonation and/or production of forged Medical Card shall be responsibility of the Hospital. If required under special circumstances, the beneficiary may be asked to produce additional Photo Identity Card (e.g. Aadhar, Voter ID, DL, PAN, PRAN, etc.) along with the Medical Card.

6.2 The IPD treatment to be provided by the hospital on credit basis, should be strictly as per the Referral Letter, which is issued for the treatment of specific ailment. If there are any additional treatment required depending up on the condition of the patient, beneficiary is to be intimated immediately and the same should be communicated to the Nodal Officer of the Institute in writing and/or by email.

6.3 On production of a valid Referral Letter by the beneficiary, the Hospital shall provide credit facilities to the employees and their dependant beneficiary mentioned in the Medical Card after verifying the photograph. The Institute is not liable to pay in cases of impersonation and/or treatment of ineligible persons by the Hospital.

6.4 The hospital will not supply inadmissible items such as toiletries, supplements, cosmetics, telephone bills, etc. to the patient or their attendants. In case, any patient or their attendants insist for such supplies, the corresponding charges are to be settled directly with the employee concerned. Institute will not be responsible for the payment of such items to the Hospital.

6.5 The procedure and package rates for any diagnostic investigation, surgical procedure, and other medical treatment for the beneficiaries under this Agreement shall be as per CGHS rates or hospitals rates, whichever is lower. In case the procedure is not covered or partially covered under CGHS rates, the fact is to be intimated to the concerned employee and the procedure should be started after his/her consent.

- 6.6 The **Hospital shall provide reports on quarterly basis** by the 10th day of the succeeding calendar month to the Nodal Officer of Institute in respect of the beneficiaries treated / investigated. The Institute may seek such report in a format as may be prescribed by it.
- 6.7 In case, the Medical Bill Auditing Authority of the Institute feels to have details of the indoor case file of the patient, then the Hospital shall supply all the photocopies of the records from the same within 15 day of the demand.
- 6.8 Any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Hospital which shall alone be responsible for the defect and/or deficiencies in rendering such services.
- 6.9 During the IPD treatment of any beneficiary, the Hospital will provide the treatment within the rate applicable under this Agreement and will not ask the beneficiary or his attendant to purchase any medicines/sundries/equipment or accessories separately from outside. In case there is a situation that the Hospital is not able to arrange anything and which the patient is required to buy directly from outside, then the Hospital shall issue a certificate to this effect to the employee.
- 6.10 The Hospital shall appoint a Nodal Officer to interact with Institute Nodal Officer(s) for the causes arising out of admission and treatment provided to the beneficiaries.
- 6.11 In case of any natural disaster/epidemic, the Hospital shall fully cooperate with the Institute and will convey/reveal all the required information regarding the Institute beneficiaries.
- 6.12 The Hospital will not make any commercial publicity projecting the name of the Institute. However, the fact of empanelment with Institute may be displayed at appropriate places and be shared with any other Government agency.
- 6.13 The Hospital will not refer the patient to other hospital without prior permission of Nodal Officer of the Institute. Prior intimation shall be given to the Nodal Officer of the Institute whenever patient needs further referral.

7. DUTIES AND RESPONSIBILITIES OF HOSPITALS:

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

8. TERMINATION FOR DEFAULT:

8.1 The Institute may, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Hospital terminating the Agreement in whole or part.

(a) If the Hospital fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement or within any extension thereof if granted by the Institute pursuant to conditions of the Agreement

(b) If the Hospital fails to perform any other obligation(s) under the Agreement.

(c) If the Hospital in the judgement of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

8.2 If the Hospital found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended by the Institute without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice.

8.3 In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries, undertaking unnecessary procedure, prescribing unnecessary drugs/tests, deficient or defective service, over billing and negligence in treatment, the Institute shall have the right to cancel the empanelment.

- 8.4 Should the Hospital get wound up, declared insolvent or ownership is taken up by some other hospital/authority, the Institute shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Hospital or their heirs and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

9. CONTENTS OF DISCHARGE SUMMARY FORMAT:

While submitting the indoor claims to the Institute, the discharge summary must contain the following:

- a) Patient's Name
- b) Telephone No. / Mobile No.
- c) IPD No.
- d) Admission No.
- e) Treating Consultant's Name, contact number and department speciality
- f) Date of Admission with Time
- g) Date of discharge with time
- h) MLC No./FIR No. (wherever applicable)
- i) Provisional Diagnosis at the time of Admission
- j) Final Diagnosis at the time of discharge
- k) ICD-10 code(s) for final diagnosis (wherever applicable)
- l) Presenting complaints with duration and reason for Admission
- m) Summary of Presenting Illness
- n) Key findings, on physical examination at the time of admission
- o) History of alcoholism, tobacco or substance abuse, if any
- p) Significant Past medical and Surgical History, if any.
- q) Family History if significant relevant to diagnosis or treatment
- r) Summary of key investigations during Hospitalization
- s) Discussion on clinical course of the patient during the admission
- t) Advice of Discharge
- u) Name and Signature of treating Consultant or Doctor
- v) Name and Signature of Patient /Attendant

10. KEY FEATURES IN DISCHARGE SUMMARY:

- 10.1 The patient's name should be the official name as appearing in the Authorization Letter / Medical Card and the attendants should be made aware that it cannot be changed subsequently, because in some cases the attendants give the nick names which are different from documented names. As a matter of abundant precaution, all personal information should be shown to the patient/attendant and validated with their signature.
- 10.2 Wherever applicable, copy of MLC/FIR needs to be attached.
- 10.3 Significant past medical and surgical history should be relevant to present ailment and should provide the summary of treatment previously taken, reports of relevant tests conducted during that period. If case history is not given by patient, it should be specified as to who provided the same.
- 10.4 Summary of key investigations should appear chronologically consolidated for each type of investigation. If an investigation does not seem to be a logical requirement for the main disease line of treatment, the admitting consultant should justify the reason for carrying out such test/investigation.
- 10.5 The course in the hospital should specify the line of treatment, medications administered, operative procedure carried out and if any complications arising during course in the hospital, the same should be specified. If opinion from another doctor is obtained, reason for same should be mentioned and also who decided to take opinion i.e. whether the admitting and treating consultant wanted the opinion as additional expertise or the patient or his relative wanted the opinion for their reassurance.
- 10.6 Discharge medication, precautions, diet regime, follow up consultation etc. should be specified. If patient suffers from any allergy, the same should be mentioned.
- 10.7 The signature / Thumb impression in the Discharge Summary should be that of the patient when he/she is discharged after having improved.

11. PAYMENT:

- 11.1 The payment will be made to the Hospital within a period of 30 days from the date of receipt of the bill subject to the fulfilment of all the requirements and conditions as provided under this agreement.
- 11.2 The Institute reserves the right to make deductions in the bill for the levied charges which are either clinically not justifiable or are not in accordance with CGHS rates.
- 11.3 The payment will be made in the name of the designated Hospital authority by means of electronic transaction through Public Financial Management System. The Hospital has to intimate the details of Bank Account for this purpose at the time of submission of first monthly bill.

12. NODAL OFFICER:

- 12.1 The Institute and the Hospital shall designate at least one Nodal Officer from their side and share their details (Name, Designation, Email ID and Mobile Number, etc.) to each other immediately after the Agreement.
- 12.2 Any change in the Nodal Officer or details of the Nodal Officer shall be intimated to the other party at the earliest and within a week of such change.

13. DURATION OF AGREEMENT:

- 13.1 The Agreement shall remain in force for a period of **three years** from the date of signature by both parties or 1st day of April 2021, whichever is later till it is modified or revoked by either party by giving written notice of 30 days to the other.
- 13.2 The Agreement may be extended for subsequent period as may be required by the Institute, subject to fulfilment of all the terms and conditions of this Agreement and with mutual consent.

Signed by

(U.C. Prasad)

Registrar

NIFFT, Ranchi

In the presence of

(Witnesses)

1.

2.

Signed by

(Name)

Designation

Hospital Name

in the presence of

(Witnesses)

1.

2.