

**Stamp Paper**

**MEMORANDUM OF AGREEMENT**

An agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_(month & year) between the President of India, acting through Director, Regional Centre ECHS, \_\_\_\_\_ (Station), for Ex Servicemen Contributory Health Scheme, (hereinafter called "ECHS" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the **First Part**

AND

Dr/Mr/Mrs \_\_\_\_\_ S/o, D/o \_\_\_\_\_ owner or the authorized signatory of \_\_\_\_\_ (hereinafter called "Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing Home, Hospices, Rehab Centre, Physiotherapy Centre, etc which expression unless excluded by or repugnant to the subject or context, shall mean to include its legal representative, successors and permitted assigns) of the **Second Part**.

WHEREAS \_\_\_\_\_ (name of corporate body/firm/trust/owner of medical facility), had applied for Empanelment under ECHS for treatment of the members of ECHS and their dependent beneficiaries, and ECHS proposes to extend recognition to \_\_\_\_\_(name of Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc) for treatment of ECHS members and their dependent beneficiaries for the treatment / diagnostic facilities as given in the Annexure \_\_\_\_\_ to Government Sanction Letter No \_\_\_\_\_ dated \_\_\_\_\_.

The said MoA shall be effective/operation with effect from \_\_\_\_\_ (date) (i.e. next day of issue of Govt of India sanction letter).

Now, therefore, The Parties hereby agree to the following:-

1. **List of Appendices and Annexures.** Under mentioned Appendices and Annexures shall deemed to be an integral part of this Agreement.
  - (a) **Appendix – A.** List of Polyclinics which are authorized to issue the referral form.
  - (b) **Appendix – B.** Agreement with respect to the Online Bill Processing.
  - (c) **Annexure – I** Attested photocopy of the relevant Annexure to the Government Sanction Letter for Empanelment giving out the facilities for which the hospital / diagnostic / imaging facility is empanelled for.
  - (d) **Annexure - II.** Rate List (CGHS / Negotiated).
  - (e) **Annexure – III** Rate list of **Empanelled Medical facility (Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc)** applicable for its own patients.
  
2. **Definitions and Interpretations.** The following terms and expressions shall have the following meanings for purposes of this Agreement:-
  - (a) **“Agreement”** shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
  - (b) **“Medical Facility”** shall mean Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre etc .
  - (c) **“Benefit”** shall mean the extent or degree of service the beneficiaries are entitled to receive as per the policies/rulings issued by Central Org ECHS/Govt of India.
  - (d) **“Bill Processing Agency”** (BPA) means the agency appointed by ECHS for processing of Bills/ Data of all ECHS beneficiaries attending the empanelled Private medical facilities.
  - (e) **“Card”** shall mean the ECHS Card / authorisation document issued by ECHS authority.
  - (f) **“Card Holder”** shall mean a person having a ECHS Card authorisation document.
  - (g) **“ECHS Beneficiary”** shall mean a person who is eligible for coverage of ECHS and hold a valid ECHS card/authorisation document for the benefit.
  - (h) **“Coverage”** shall mean the financial limit under ECHS scheme for treatment of ECHS beneficiaries. Scheme being capless and cashless, no charges will be levied on ECHS beneficiary by Empanelled medical facility.
  - (j) **“Hospital”** shall mean the *(Name of the Hospital)* while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

- (k) **“Diagnostic Center”** shall mean the *(Name of the Diagnostic Center)* performing tests/ Investigations.
- (l) **“Imaging Centre”** shall mean the *(Name of the Imaging Centre)* performing X-ray, CT Scan, MRI, USG, etc.
- (m) **“Empanelment”** shall mean the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc authorized by the ECHS for treatment/ investigation purposes for a particular period.
- (n) **“Dis-empanelment of Medical Facility”** shall mean removal of Empanelled medical facility on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the ECHS beneficiaries after investigation/ procedure etc.
- (o) **“Party”** shall mean either the ECHS or the medical facility and “Parties” shall mean both the ECHS and the medical facility.
- (p) **“Package Rate”** As issued by CGHS/ECHS/AIIMS rates.
- (i) The rates of payment to empanelled facilities in cities/towns covered under CGHS will be governed by the package deal rates as laid down for CGHS. The rates laid down for CGHS for various towns/cities will be applicable for ECHS Polyclinics located in corresponding/ adjoining geographical areas.
- (ii) For diseases and conditions not in the list of CGHS package deals, the payment to the empanelled facilities would be at rates of AIIMS or actuals, whichever is less. Where AIIMS rates are not available, the actual cost of implants/Stents/grfts etc will be reimbursed.
- (iii) The package deal rates will include all charges pertaining to a particular treatment/ procedure including admission charges, accommodation charges, ICU/ ICCU charges, monitoring charges, operation theatre charges, operation charges, anesthetic charges, procedural charges/Surgeons fee, cost of disposables, surgical charges and cost of medicines used during hospitalization, related routine investigations, physiotherapy charges etc.

- (iv) However, the following items are not admissible for reimbursement :-
- (aa) Toiletries.
  - (ab) Sanitary Napkins.
  - (ac) Mouth Fresheners.
  - (ad) Cosmetic & Talcum Powder etc.
- (v) Package rates envisage up to a maximum duration of indoor treatment as follows :-
- (aa) upto 12 days for specialized procedure.
  - (ab) upto 7 days for other major procedures.
  - (ac) upto 3 days for laparoscopic surgery.
  - (ad) 1 day for day care/minor procedures (OPD).
- (vi) If the beneficiary has to stay in the hospital for his/her recovery for more than the period covered in the package rate in exceptional cases, supported by relevant medical records, the additional reimbursement will be limited to room rent as per entitlement, cost of prescribed medicines and investigations, doctors visits (not more than 2 times a day) for additional stay.
- (vii) If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for other procedures would be added to the package charges of the first major procedure.
- (viii) The rates will be applicable only for allopathic system of medicine. **'No charges will be reimbursed for Homeopathic, Unani, Ayurveda or traditional systems of Medicines'**.
- (ix) An empanelled facility whose rates for a procedures/test/facility are lower than the approved rates shall charge the beneficiaries as per actuals. If the beneficiary willingly prefers a medical facility which is in excess of approved/ package deal rates, the excess charges would be borne by the beneficiaries.
- (x) Any legal liability arising out of services availed by ECHS beneficiary shall be dealt with by the empanelled facilities who shall alone be responsible. ECHS will not have any legal liability in such cases.

(q) **“Entitlements for Various Types of Wards”** ECHS beneficiaries are entitled to facilities of private, semi-private or general ward as per category given below as per GoI/MoD letter No 22D(04)/2010/WE/D(Res-I) dt 29 Dec 2017 :-

<b>S No</b>	<b>Category</b>	<b>Ward Entitlement</b>
(i)	Recruit to Havs & equivalent in Navy & Air Force	General
(ii)	Nb Sub/ Sub/ Sub Maj or equivalent in Navy & AF (including Hony Nb Sub/ MACP Nb Sub and Hony Lt/ Capt)	Semi Private
(iii)	All officers	Private

3. **Application Form for Empanelment.** The terms and conditions stipulated in the Application for Empanelment with ECHS shall be read as part of this agreement.

4. **Services Being Provided by Hosp.** \_\_\_\_\_ (Name of Medical facility) NON NABH/NON NABL is recognized under ECHS for treatment of the ECHS members and their dependant beneficiaries for **Services attached at Annexure I (Copy of the relevant Annexure to the Government Sanction Letter to be attached)** (subject to the conditions hereinafter mentioned). The hospitals would follow the rules and procedures as mentioned in the Policies uploaded on the ECHS Site ([www.echs.gov.in](http://www.echs.gov.in)) including SOP for Online Billing / Authentication / integration with other application of ECHS and amendments issued from time to time.

5. **Notification of Nodal Officers.** Empanelled hospital shall notify three Nodal officers for ECHS beneficiaries, one of them must be holding the designation of owner/CEO, who can be contacted by ECHS beneficiaries in case of any eventuality. Any change in these Nodal officers must be intimated to this Regional Centre immediately so that the respective Polyclinics can be informed of the same. These details must also be displayed boldly at the reception of the empanelled hospital. The name, designation, email id and mobile number of the Nodal Officers are as under:-

<b>S No</b>	<b>Name</b>	<b>Designation</b>	<b>Mobile No</b>	<b>Email ID</b>
(a)		<b>Owner/CEO</b>		
(b)		<b>MS/Dy MS/Addl MS</b>		
(c)		<b>Corporate Affairs/ Auth Signatory</b>		

6. **ECHS Polyclinics Initiating Referrals.** Medical facility shall investigate / treat the ECHS beneficiaries only for the condition(s) for which they are referred with due referral form issued from either of the polyclinics as per **Appendix A** attached. The referred cases would be issued

referral form duly signed by Medical Officer and Officer-in-Charge of Polyclinic under his seal and signature bearing name also (with online M/S System signature of MO may not be there on the referral form. However, OIC Polyclinic signature/stamp has to be present on referral form). The referrals generated online over the ECHS mobile application customized application of ECHS for referrals shall be integrated into the hospitals HIS and referrals will be activated after authentication of the beneficiary through the authentication system deployed in the medical facility premises.

7. **Emergency Admission.**

(a) In emergency, patient shall be admitted and life & limb saving treatment be given on production of ECHS card by the members, even in the absence of referral form. The treatment should not be delayed even if the ECHS beneficiary is not in possession of the ECHS card which can be brought later. All emergencies will be treated on cashless basis till stabilization even if the specialty concerned for management of the case is not empanelled. The hospital will inform the **nearest Polyclinic / Online** about such emergency admission within 48 hours. Payments will NOT be recovered from ECHS patient in such cases. The following ailments may be treated as an **emergency which is illustrative only and not exhaustive**, depending on the condition of the patient:-

- (i) Acute Cardiac Conditions/Syndromes including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade. Acute Left Ventricular Failure/Severe Congestive Cardiac Failure. Accelerated hypertension, complete dissection of Aorta etc.
- (ii) Vascular Catastrophies including Acute limb ischemia, Rupture of aneurysm, medical and surgical shock and peripheral circulatory failure.
- (iii) Cerebro-Vascular Accidents including strokes, neurological emergencies including coma, cerebro-meningeal infections, convulsions, acute paralysis, acute visual loss.
- (iv) Acute Respiratory Emergencies including Respiratory failure and decompensated lung disease.
- (v) Acute abdomen including acute obstetrical and gynecological emergencies.
- (vi) Life threatening injuries including Road traffic accidents, Head injuries, Multiple Injuries, Crush Injuries and thermal injuries etc etc.
- (vii) Acute poisonings and snake bite.

- (viii) Acute endocrine emergencies including Diabetic Ketoacidosis.
- (ix) Heat stroke and cold injuries of life threatening nature.
- (x) Acute Renal Failure.
- (xi) Severe infections leading to life threatening sequelae including Septicemia, disseminated/ military tuberculosis etc.
- (xii) Acute Manifestation of Psychiatric disorders. [**Refer Appx `D' of Central Organisation letter No B/49778/AG/ECHS/Policy dated 13 Nov 2007.**]
- (xiii) Dialysis treatment as an emergency.
- (xiv) Any other condition in which delay could result in loss of life or limb. In all cases of emergency the onus of proof lies with the Emp hospital.

(b) **Appropriateness of Emergency.** The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority including while processing of hospital bills. In case emergency is not proved, disciplinary action against the medical facility may be initiated.

8. **Further Referral to Other Hosps.** The hospital would not refer the ECHS cases further to other institute, and if it does so, it will be at their own arrangements and ECHS would not be responsible to the other institute for any liability. Payment in such cases would also be restricted to CGHS/AIIMS/ECHS approved rates only as the case may be.

9. **Refusal to Admission.** The hospital would not refuse admission to referred cases on flimsy ground. The refusal to provide the treatment to bonafide ECHS Beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without any valid ground, would attract disciplinary action including disqualification for continuation of empanelment.

10. **Monitoring of Treatment.** ECHS has the right to monitor by all possible means the treatment provided in (the Private Hospitals, exclusive eye hospitals/centres, exclusive dental clinics/labs, Diagnostic Laboratories/ Imaging centres, etc) a medical facility.

11. **No Purchase of Medicines by ECHS Beneficiaries.** During treatment/ investigation/ procedures of the ECHS beneficiaries, the empanelled medical facility shall not ask the members to purchase separately the medicines, blood & blood products from outside but bear the cost on its own, as the scheme being capless and cashless for the ECHS beneficiary and package deal rate fixed includes the cost of drugs, surgical instruments and other medicines etc as given in the SOP for online billing and amendments issued from time to time.

12. **Documentation during Admission Responsibility of Hospital.** Any documentation required during the admission of the patient, for example obtaining sanction for unlisted procedures, permission for extended admission, implants etc will be carried out by hospital itself and patient or his/her attendants would not be made to obtain these on behalf of the hospital. The hospital can send these documents through online / mobile application / e-mail / fax for obtaining in-principle approval followed by hard copy to be sent to concerned polyclinic/ authority. The treatment should not stop / delayed for want of such approvals/sanctions. The hospital should justify the procedure/treatment carried out in such cases. However, decision of ECHS authority will be final.
13. **Second Procedure – Minor Procedure.** If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only one half of approved charges quoted for the other procedures would be added to the package charges of the first major procedure. In case procedure is carried of in/on paired limb/organ full payment for both will be made.
14. **Allopathic System of Medicines.** The rates will be applicable only for allopathic system of medicine. No charges will be reimbursed for Homeopathic, Unani, Aurveda or traditional systems of medicines.
15. **Inspections.** There shall be continuous Medical Audit of the services provided by the empanelled medical facility. During the visit by other authorized representative of Polyclinics/ Stn Cdrs/ Regional Centres/ Central Organisation including BPA, the empanelled medical facility authorities will cooperate in carrying out the inspection. It shall be the duty and responsibility of the empanelled medical facility (Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre) at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws”.
16. **Rates for Treatment.** The services would be extended on billing system to referred cases for agreed upon period. Charges would be levied for a particular procedure / package deal as prescribed by the CGHS as per rates approved by ECHS (Annexure II attached). **Under no circumstances will rates be exceeded. Where CGHS rates are not available AIIMS rates / (TATA MEMORIAL HOSPITAL rates for Oncology Cases) will be applicable.** If no rates are available then particular hospital rates will be applicable. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at <http://msotransparent.nic.in/cghsnew/index.asp>. The rate being charged will not be more than what is being charged for same procedure from other (non-ECHS) patients or Organisations.

17. The revised rates and policies governing the CGHS rates being notified by Govt of India, Ministry of Health and Family Welfare and Ministry of defence from time to time will be incorporated by default.

18. **Revision of Rates.** The medical facility is not at liberty to revise the rates suo moto. The Rates fixed by the CGHS shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled medical facility, or for any other reason, the medical facility no longer wishes to continue on the list under ECHS, it can apply for exclusion/removal from the panel by giving one month notice. Patients already admitted shall continue to be treated.

19. **NABH/NABL Accredited Hospitals/Labs (If Applicable).** NABH accredited hospitals / NABL accredited labs should offer all their medical facilities while empanelling with ECHS to the ESM, in order to claim NABH/NABL rates. NABH Hospital to get NABL rates will have to get their hospital labs NABL accredited.

20. **Agreement with respect to the Online Bill Processing & Patient Feedback.** The medical facility must abide by the instructions as given at **Appendix B** i.e. Agreement with respect to the Online Bill Processing. The Bill Processing fees will be charged as per the rates given in the above mentioned Appendix. ECHS reserves the right to revise these charges from time to time. All digitally signed bills will be uploaded on BPA's portal and the summary of final bills will be authenticated by the primary beneficiary or any of the authenticated by the primary beneficiary or any of the dependent holding a valid ECHS card. For Diagnostic labs having multiple collection centre and providing reports online, the referral issued by polyclinic will be authenticated and duly signed by the beneficiary on the referral at the time of collection of sample. The same will be uploaded on the BPA portal. All IPD patients will be provided feedback proforma as per format given at **Appendix C**. The feedback proforma is to be obtained from the patient or any of the dependent holding a valid ECHS card. The feedback proforma is mandatorily to be attached with the bills on the BPA portal, failing which the claim will be forwarded to NMI basket. A Mobile Application for ECHS beneficiaries is also being developed which will enable beneficiaries to submit feedback through online mode which will be integrated with the BPA portal.

21. **Implants and Medicines.** The medical facility will enclose pouches/stickers/warranty certificate and copy of Invoice from supplier in case of implants/stents where to be paid in addition to package rate. No medicines will be charged more than MRP. MRP of medicines/ consumables will be checked/ compared with rates quoted in CIMS/MIMS/standard online drug website by BPA and ECHS authorities. All Medicines/Equipment costing more than 1000/- (Rupees one thousand) per unit will be supported by certificate from the medical facility that these have been charged at the rate less than or equal to MRP (15% discount on medicines and consumables should be provided vide Govt of India \_\_\_\_\_).

22. **TDS.** Tax deduction at source as per Section 194J of the Income Tax Act, 1961 for Technical (Medical Expense) and professional Services fee for bills submitted for payment, shall be deducted after processing for reimbursement.
23. **Meetings.** Authorized signatory / representative of the empanelled hospital shall attend the periodic meetings held by Regional Centre required in connection with improvement of working conditions and for Redressal of Grievances. Concerned billing staff must also attend such periodic interactive sessions conducted by the Regional Centre so as to resolve the outstanding issues.
24. **Liability Due to Negligence.** Any liability arising out of or due to any default or negligence in provision or performance of the medical services shall be borne exclusively by the Hospital, who shall alone be responsible for the defect in rendering such services.
25. **Changes in Infrastructure / Staff To Be Notified To ECHS.** The medical facility shall immediately communicate to Regional Centre about any change in the Staff (Medical Officers / Specialists / Super Specialists) or infrastructure/ Shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location. The new establishment of the same Hospital shall attract a fresh certification from QCI/NABH/NABL etc. for consideration of continuation of empanelment.
26. **Retention of Payment.** The ECHS shall have a lien and also reserves the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the ECHS may have against the hospital under this or any other agreement.
27. **Audit by ECHS.** The hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final. Any third party / internal organisation hired / ordered by ECHS authorities to carry out surprise inspection / audit of the facility will be provided access to Medical as well as financial records by the empanelled hospitals. All medical documents / records / bills pertaining to the ECHS beneficiary will be retained in hard copy as well as soft copy till finalization of audit by CAG / CDA. No record shall be destroyed without obtaining written confirmation from Central Organisation ECHS.
28. **Performance Bank Guarantee.** The medical facility agrees to deposit the Performance Bank Guarantee for an amount of Rs 2 lac (CGHS city)/ Rs 1 lac (Non CGHS city)/ Rs 0.5 lac (smaller town having no ECHS Polyclinic or having Type C, D or E Polyclinics) which should have **36 months validity** from the date of effective/operation of this Agreement.

29. Violation of MOA will be considered under the following situations:-

- (a) Refusal of service.
- (b) Refusal of credit to eligible beneficiaries.
- (c) Direct charging from ECHS beneficiaries.
- (d) Defective services and negligence.
- (e) Non authentication of ECHS beneficiaries through system as laid down by ECHS from time to time.
- (f) If recommended by QCI / NABH/NABL at any stage.
- (g) Discrimination against ECHS beneficiaries vis-à-vis general patients.
- (h) Over billing.
- (j) Undertaking unnecessary procedures.
- (k) Prescribing unnecessary drugs/tests.
- (l) Reduction in staff/infrastructure/equipment etc, after the hospitals / diagnostic laboratory has been empanelled.
- (m) Non submission of the reports, habitual late submission or submission of incorrect data in the report. Inadequate integration / infrastructure for online processing of bills.
- (n) Any other fault/ negligence not mentioned above.

30. In case of any violation of provisions of MOA by the medical facility, the following disciplinary procedure may be initiated :-

- (a) Stoppage of referral.
- (b) Stoppage of payment.
- (c) Forfeiture of PBG/Liquidated damages.
- (d) Dis-empanelment.

The Performance Bank Guarantee shall be forfeited and the ECHS shall have the right to de-recognize the medical facility as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by ECHS teams at random. The decision of the Ministry of Defense (ESW) in this regard shall be final.

31. **Liquidated Damages.** The medical facility shall provide the services as per the requirements specified by the ECHS in terms of the provisions of the MoA. Liquidated damages will be ordered by the competent authority as under:-

- (a) In case of initial violation of the provisions of the MOA by the medical facility Laboratories such as refusal of service or refusal of credit to eligible categories of ECHS

Beneficiaries or defective service and negligence, the amount equivalent to 15% of the amount of PBG shall be charged as agreed Liquidated Damages by the ECHS, however, the total amount of the PBG shall be maintained by the medical facility being a revolving Guarantee.

(b) In case of repeated defaults by the medical facility, the total amount to PBG shall be forfeited and action shall be taken for removing the medical facility from the empanelment of ECHS as well as termination of the Agreement.

(c) **Recovery of Overpayment.** For over-billing, unnecessary procedures/ investigations if proved and those observations raised by the CDA during post audit of medical bills, the extra amount so charged shall be deducted from the pending / future bills of the medical facility may also be asked to refund the money through MRO) and the ECHS shall have the right to issue a written warning to the medical facility not to do so in future. The recurrence, if any, shall lead to the stoppage of referral to the medical facility.

(d) **Show Cause Notice.** Before initiating action under sub clause (a) to (c) above, ECHS shall serve a show cause notice to the medical facility for which it shall have to respond within ten days of its receipt.

32. Nothing under this Agreement shall be construed as establishing or creating any relationship of Master and Servant or Principal and Agent between the parties ECHS and the medical facility. The medical facility shall work or perform their duties under this Agreement or otherwise.

33. **Liability Due to Default or Negligence.** The medical facility agrees that any liability arising due to any default or negligence will not represent or hold itself out as agent of the ECHS. The ECHS will not be responsible in any way for any negligence or misconduct of the medical facility and its employees for any accident, injury or damage sustained or suffered by any ECHS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the medical facility or in the course of doing its performance of the medical services and all such expenses / liabilities arising out of above mentioned conditions shall be borne exclusively by the medical facility who shall alone be responsible for the defect and / or deficiencies in rendering such services.

34. **Indemnity.** The empanelled medical facility shall at all times, indemnify and keep indemnified ECHS / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the medical facility in execution of or in connection with the services under this Agreement and against any loss or damage to ECHS/the

Government in consequence to any action or suit being brought against the ECHS / the Government, along with (or otherwise), medical facility as a Party for anything done or purported to be done in the course of the execution of this Agreement. The medical facility will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ECHS from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the medical facility negligence or misconduct. The medical facility will pay all indemnities arising from such incidents without any extra cost to ECHS and will not hold the ECHS responsible or obligated. ECHS / the Government may at its discretion and shall always be entirely at the cost of the medical facility defend such suit, either jointly with the medical facility enter or singly in case the latter chooses not to defend the case.

35. **Dissolution of Partnership.** Should the medical facility get wound up or partnership is dissolved, the ECHS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the medical facility or their heirs and legal representatives from the liability in respect of the services provided by the medical facility during the period when the Agreement was in force. The medical facility shall notify the Regional Centre of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.

36. **Modification to Agreement.** This agreement may be modified or altered only on written agreement signed by both the parties.

37. **Termination of Agreement.** The Regional Centre will obtain written concurrence of the Central Organisation, ECHS before taking the any decision of terminating the Agreement. The ECHS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the medical facility terminate the Agreement in whole or part :

(a) **Termination For Default.**

- (i) If the empanelled medical facility 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 ECHS pursuant to Condition of Agreement.
- (ii) If the medical facility in the judgment of the ECHS has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

(iii) **Bribe or Malpractice.** In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the medical facility or any of them for their agent or anyone else on their behalf to any member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall, notwithstanding any criminal liability which the medical facility may incur, cancel and/or terminate this Agreement and/or any other agreement entered into by the ECHS holding the medical facility liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the medical facility.

(iv) In case of any wrong doings as specified in Memorandum of Agreement by one medical facility of a particular group, ECHS reserves the right to remove all empanelled medical facility of that particular group from its empanelled list of medical facility.

(v) If the medical facility fails to perform any other obligation(s) under the Agreement.

(b) **Dis-Empanelment.** Appropriate action, including removal from ECHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ECHS teams / appointed BPA (Bill Processing Agency). Final authority for Disempanelment is MoD.

(c) **Three Month Notice for Termination of Agreement.** The Agreement may be terminated by either party serving three calendar months notice in writing, upon the other party and the notice given by the ECHS shall be valid if given and signed by the competent authority on behalf of the ECHS.

(d) **Authority to Issue Notice.** Subject as otherwise, provided in this contract, all notices may be given or taken by the ECHS or by any officer for the time being entrusted with functions of ECHS.

(e) **Delivery of Notices.** All notice and reference hereunder shall be deemed to have been duly served and given to the medical facility if delivered to the medical facility or their authorized agent or sent by registered post to the address of the hospital stated hereinbefore and to the ECHS if delivered to the Director, Regional Centre ECHS or sent by registered post

or left at his office during office hours on any working days. Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post to the other Party's address as below (in case of change in address, the same will be informed immediately to the other Party). The confirmation for this effect/ delivery notice be given on email but that email will not be counted as notice :-

<u>Address of Medical Facility</u>	<u>Address of the Regional Centre</u>

38. **Integrity and Obligations of Empanelled Medical Facilities During Agreement Period.**

The empanelled medical facility is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The medical facility is obliged to act within its own authority and abide by the directives issued by the ECHS. The medical facility is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

39. **Arbitration.** Any dispute or difference whatsoever arising between the parties to this agreement out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on appointment of the Arbitrator within a period of one month from notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made hereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act, 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi.

40. **Administrative Cost.** The administrative cost of the documentation and creation of all infrastructure including manpower & hardware resources and bandwidth one time as well as recurring and all other expenses required by the medical facility for the purpose of this Agreement shall be borne by the medical facility.

41. **Retention of Agreement.** The Original copy of this Agreement shall be kept at the office of Director, Regional Center ECHS, \_\_\_\_\_ and a true copy shall be retained in the office of the medical facility. Extra copy to be provided at CO ECHS.

42. **Duration of Agreement.** This Agreement shall remain in force from \_\_\_\_\_ (next day of the date of issuance of Govt order) to \_\_\_\_\_(date), extendable on mutual agreement depending upon under mentioned conditions (whichever is the earliest) :-

- (a) Two years or
- (b) Till the Performance Bank Guarantee is valid or
- (c) In case of CGHS Empanelled medical facilities, the date till empanelment with CGHS is valid. In case of CGHS Empanelled medical facilities, such medical facilities will inform the Regional Centre whenever their CGHS Empanelment expires and that they will automatically apply for renewal of CGHS Empanelment.

In witness whereof, Director, Regional Centre ECHS, \_\_\_\_\_ for and on behalf of the President of India and the above named medical facility have hereunto set their respective hands and seal the date and year first above written.

\_\_\_\_\_  
Signature of Director, Regional Centre ECHS  
\_\_\_\_\_, for and in behalf of the President of India  
(With stamp of Name & Designation)

\_\_\_\_\_  
Signature of Authorized Signatory of the Hosp  
(With stamp of name & Designation)

\_\_\_\_\_  
Witness of the signature of Director, Regional  
Centre ECHS \_\_\_\_\_  
(With stamp of Name & Designation)

\_\_\_\_\_  
Witness to the signatory of the Hospital  
(With stamp of Name & Designation)

**LIST OF POLYCLINICS UNDER THE REGIONAL CENTRE \_\_\_\_\_**

Following \_\_\_\_\_ (No of Polyclinics under Regional Centre incl those for which cross empanelment is being executed) Polyclinics are authorized to issue referrals directly to the Empanelled Hospital:-

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)

**AGREEMENT FOR AUTHENTICATION OF BENEFICIARIES  
AND ONLINE BILL PROCESSING**

The parties shall abide by the following undertakings for the purpose of bill processing.

1. **Hospital Admission Intimation.** The empanelled hospital on admission of an ECHS Beneficiary shall intimate online (after due verification of the Beneficiary) to BPA in case of referred cases and to the nearest Polyclinic in case of emergency admissions with the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 48 hours of admission. This intimation will be authorized by the concerned authority (BPA or Nearest Polyclinic in case of Emergency Admission Intimation). Treatment in no case would be delayed or denied because of pending authorization by the BPA as it is only confirmation of the e-workflow in respect of such patient.
2. **Uploading of Claim within Ten Working Days.** After the patient is discharged (or date of last visit to hospital in case of OPD) , the hospital will uploaded the claim on the BPA web based application along with the related documents (as given in the list of documents to be attached on the BPA web based application) within ten working days. In case of regular dialysis, chemotherapy or radiation therapy, the claims should be submitted monthly (at the end of the month) for the treatment provided during the month.
3. **Documents for Claims.** All supporting documents of the claim will be **dispatched** to the Regional Center ECHS within 30 working days. On order from ECHS all documents shall be uploaded in digital format duly signed along with the authentication slip generated from the authentication system online into the BPA portal. The summary of bill will be signed by the primary beneficiary or any of the dependent holding valid ECHS card. All documents shall be uploaded along with the claim. Diagnostic labs shall obtain such signatures in the manner prescribed above on the referral form.
4. **List of Documents Required for Claims Processing.** The bills would be scrutinized by the BPA and ECHS authorities and would contain documents as mentioned in the SOP for online billing and on BPA Site (Others  Notifications  Notice Type  Documents Checklist) Authentication slip duly endorsed with the photograph of the beneficiary to be uploaded.

5. **Need More Information - Replies to Queries.** Hospital must reply to the query (NMI) raised by BPA / Regional Centre / Central Org on the bills within the **timelines as given below**. In case the NMI is not replied within the stipulated time period, the **claims would be processed on available documents** and the amount deducted for non-submission of reply will not be under the purview of either the „Review Request by Hospital“ or „Arbitration Clause“.
- (a) **NMI raised by Verifier** – 90 days.
  - (b) **NMI raised by BPA** – 60 days.
  - (c) **NMI raised by Regional Centre / Central Org** – 30 days.
6. **Review Request by Hospitals.** The hospital must also monitor the claims that have been authorized for payment by the BPA Validator and submit their justifications for the deducted amount during the „Review Request by Hospitals Window“ so as to avoid any requirement of arbitration at a later stage or agree to the amount recommended for approval by the BPA/JD (HS). Absence of any remarks or justification will be automatically considered as hospital has no points to offer for the deductions made by the BPA/ JD (HS). This review request window is available to the hospitals for **96 hours** once BPA has authorized the claim for payment and is excluded from the TAT for processing of claims.
7. **Medical Reports Format.** The hospital shall submit all the medical reports in digital form as well as in physical form.
8. **Time Action Taken (TAT) – Counting of Days.** The hospital agrees that the actual processing shall start when physical copies of the bills submitted by the hospitals to the concerned Regional Centre, ECHS and are verified by BPA verifiers on behalf of ECHS and counting of days shall start from such date for the purpose of deduction of discount payable by hospitals to ECHS. In case of query raised on the bills the TAT for the purpose of Discount shall start from the date of reply to last query.
9. **Audit by BPA.** The BPA will audit the medical claims of the ECHS Beneficiaries in respect of the treatment taken by them in the Empanelled Hospital in a time bound manner within a period of 10 working days from the date of submission of bills in physical format/reply to last query whichever is later.
10. **Personnel for Processing of Claims.** Hospitals must have minimum two persons dedicated for uploading, monitoring and processing of claims. Hospitals should ensure that in case of change in this claim processing staff, the new staff is trained at Regional Centre for smooth, efficient and early settlement of claims.

11. **Hardware & Manpower Required for Processing of Claims.** The hospital will have the following hardware & Manpower for uploading and processing of claims.

- (a) Authentication system to be obtained from Smart Card Making Agency contracted by ECHS.
- (b) Authentication software – to integrate with Smart Card.
- (c) Desktop PCs for uploading of claims.

<u>SI No.</u>	<u>No. of Beds</u>	<u>Minimum PCs required</u>
(i)	Upto 50	One Terminal
(ii)	50 to 100	Two Terminals
(iii)	Above 100	Three Terminals & increments thereof in multiple of 50 beds.

- (d) Manpower requirement for uploading of claims with minimum qualification of DOEACC 'O' Level or equivalent .

<u>SI No.</u>	<u>No. of Beds</u>	<u>Manpower required</u>
(i)	Upto 50	Two IT qualified operators for process of claims.
(ii)	50 to 100	Four IT qualified operators for process of claims.
(iii)	Above 100	Six IT qualified operators for process of claims & increments thereof in multiple of 50 beds.

- (e) **Document Scanner** Color/Grayscale/B&W, 200 DPI, Flatbed /Document feeder, Multiple Page Size, Duplex.
- (f) **Dedicated internet Leased Line** of atleast 8 Mbps or more or can explore MPLS services with higher bandwidth.
- (g) Integration of Hospital HIS with BPA Software & Smart Card Software.

12. **BPA Fees.** BPA rendering services shall be deducted from the Hospital approved amount as certain amount per claim (and service tax as applicable). The fees will be charged on the Claimed Amount (and not on approved amount) as per present rates authorised are as given below. The rates as and when revised by ECHS shall be binding.

<u>Hospital Bill Amount (in Rs.)</u>	<u>Hospital Payment to BPA (Rs)</u>
Less than Rs .500	7 + Service tax
501 to 1000	20 + Service tax
1001 to 5000	50 + Service tax
5001 to 10,000	125 + Service tax
More than 10000	266 + Service tax

13. **Discount.** The Hospital shall agree for deduction of 2% of admissible amount if payments are made with 10 working days from the date of verification of physical bills by the Verifier to the BPA or reply to the last query whichever is later.

14. **Updation of Policies.** The Hospital must keep itself updated about the policies promulgated for treatment of ECHS beneficiaries and reimbursement of claims including the rates as issued or updated from time to time. Ignorance of policies may affect the claimed amount. The latest policies will be available on ECHS website – <http://www.echs.gov.in>
15. **No Direct Interaction with BPA.** The Hospital should not interact directly with the BPA, however, will forward all his issues / queries to the Regional Centre, which shall be bound to resolve such issues either itself or by forwarding it to concerned authorities including BPA.
16. **FIFO.** The claims would strictly be processed on **First – in – First – out** basis and this rule would not be defined by the Regional Centre and neither the Hospital should try to exert any kind of influence to bypass this rule.
17. **BPA & TPA System Revision.** ECHS is in the process of empanelling a new BPA & TPA. The process of online billing & validation at the hospital will be revised post contracting the new agency. The terms & conditions thereof shall be implemented accordingly.

**FORMAT FOR RATINGS OF EMPANELLED MEDICAL FACILITIES**

**(NAME OF MEDICAL FACILITY)**

<b>Sl No.</b>	<b>Rating Aspects</b>	<b>Rating from 1 to 10</b>
(a)	<b>Quality of Treatment</b>	
	(i) Availability of Specialist	
	(ii) Bed Availability as per entitlement	
	(iii) Degree of Relief	
(b)	<b>Health of Hospital</b>	
	(i) Hygiene, Sanitation	
	(ii) Behavior/Professionalism of Doctors and Staff	
<b>Overall Satisfaction</b>		

**SCALE OF RATING**

<b><u>Numerical Grading</u></b>	<b><u>Rating</u></b>
1 to 3	Poor
4 to 5	Average
6 to 7	Good
8 to 10	Excellent

**FINAL RATING (Please Tick)**

<b><u>Rating</u></b>	
Poor	
Average	
Good	
Excellent	

**Note:-** Specific Comments (if any) \_\_\_\_\_

Signature of ECHS beneficiaries \_\_\_\_\_