महाराष्ट्र MAHARASHTRA

क्र: 566 दिनांक:
विक्रेती सौ. ज्योती प्र. दुआ
६, कोडांजी चाल नं.-३, वासुदेव पेंडणेकर मार्ग,
टाटा हॉस्पिटल जवळ, मुंबई - १२.
श्री/ श्रीमती Reliance General Insurance Co. Ltd.
570, Receiver House,
Naigum Cross Road,
Wadala, Mumbai - 400 031.
यांस न्यायिकेतर मुद्रांक पेपर विकला.
L.S.V. No. 205

HW 223181

14 OCT 2013

मध्यवर्ती कार्यालय, मुंबई
प. नु. विक्रेता क्र. २०५
- 5 OCT 2013
सक्षम अधिकारी

स्टॅम्प वेंडर
परेल मुंबई

बी. प्रा. चिवणे

Service Agreement

This Agreement (Hereinafter referred to as "Agreement") made at Odisha on this 20th. day of Feb. 2014.

BETWEEN

Hitech Medical College & Hospital (**Hospital**) an institution located in Rourkela having their registered office at Soheed Nagar, Bbsr (here in after referred to as "Hospital", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assigns) as party of the **FIRST PART**

AND

Reliance General Insurance Co. Ltd.,, a Company incorporated under the provisions of the Companies Act, 1956 and having its corporate office 570, Naigaum Cross Road, , Next to Royal Industrial Estate, Wadala (W) , Mumbai – 400031 (hereinafter referred to as **"Insurer"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors, affiliate and assigns) as party of the **SECOND PART**.The (hospital) and Insurer are individually referred to as a "Part" or "party" and collectively as "Party" or "parties").

WHEREAS

1. Hospital is a health care provider duly recognized and authorized by appropriate authorities to impart heath care services to the public at large.
2. Insurer is registered with Insurance Regulatory and Development Authority to conduct general insurance business including health insurance services. Insurer has entered into an agreement with the Government of Odisha wherein it has agreed to provide the health insurance services to identified Beneficiary families covered under Biju Krushak Kalyan Yojana.

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3. Hospital has expressed its desire to join Insurer's network of hospitals and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under BKKY Policy on terms and conditions herein agreed.
4. Insurer has on the basis of desire expressed by the hospital and on its representation agreed to empanel the hospital as empanelled provider for rendering complete health services.

In this AGREEMENT, unless the context otherwise requires:

1. The masculine gender includes the other two genders and vice versa;
2. The singular includes the plural and vice versa;
3. Natural persons include created entities (corporate or incorporate) and vice versa;
4. Marginal notes or headings to clauses are for reference purposes only and do not bear upon the interpretation of this AGREEMENT.
5. Should any condition contained herein, contain a substantive condition, then such substantive condition shall be valid and binding on the **PARTIES** notwithstanding the fact that it is embodied in the definition clause.

In this AGREEMENT unless inconsistent with, or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder, namely:

Definition

A. **Institution** shall for all purpose mean a Hospital.

B. **Health Services** shall mean all services necessary or required to be rendered by the Institution under an agreement with an insurer in connection with "health insurance business" or "health cover" as defined in regulation 2(f) of the IRDA (Registration of Indian Insurance Companies) Regulations, 2000 but does not include the business of an insurer and or an insurance intermediary or an insurance agent.

C. **Beneficiaries** shall mean the person/s that are covered under the BKKY health insurance scheme of Government of Odisha and holds a valid smart card issued for BKKY.

D. **Confidential Information** includes all information (whether proprietary or not and whether or not marked as 'Confidential') pertaining to the business of the Company or any of its subsidiaries, affiliates, employees, Companies, consultants or business associates to which the Institution or its employees have access to, in any manner whatsoever.

E. **Smart Card** shall mean Identification Card for the Farmer Families issued under Biju Krushak Kalyan Yojana by the Insurer as per specifications given by the SNA (State Nodal Agency).

F. HOSPITAL – A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
   a. --has qualified nursing staff under its employment round the clock;
   b. --has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
   c. --has qualified medical practitioner(s) in charge round the clock;
   d. --has a fully equipped operation theatre of its own where surgical procedures are carried out;
   e. --maintains daily records of patients and makes these accessible to the insurance company's authorized personnel

G. CASHLESS SERVICES: Insurer / TPA may authorize for the direct settlement of admissible claim as per agreed charges between Network hospitals and the TPA / Insurer. In such cases, the Insurer will directly settle all authorized amounts with the Network Hospitals and the Insured person may not have to pay any bills after the end of the treatment at hospital to the extent the cashless has been authorized.

H. REQUEST FOR AUTHORIZATION (RAL) It is a request letter, sent by the Hospital to Insurer / TPA for authorizing a reasonable amount for the cashless treatment of the patient.

I. AUTHORIZATION LETTER (AL): Authorization letter is an authority letter sent to hospital by Insurer / TPA, which sanctions a prescribed amount for the cashless treatment of the patient as per the terms and conditions mentioned in the AL. AL will mention the authorization number and the amount guaranteed for the hospitalization..

J. DISCREPANCY LETTER (DL) / QUERY LETTER (QL): It is a letter addressed to Network Hospital asking for any document or other clarification required to process the cashless treatment request.

K. AUTHORIZATION DENIAL LETTER (ADL): It is a letter sent to Hospital by the Insurer / TPA in response to the RAL, which denies the authorization asked for.

L. MEDICALLY NECESSARY - Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
   a. - is required for the medical management of the illness or injury suffered by the insured;
   b. - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
   c. - must have been prescribed by a medical practitioner,

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d. - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

M. REASONABLE AND CUSTOMARY CHARGES - Means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved. Eg. Charges billed by the provider as emergency charges (In case of non emergency), charges for assistant surgeon, assistant anaesthetist, instrument etc will not ordinarily be deemed as being reasonable.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Article 1:Term

This Agreement shall be for a period of 3 year. However, it is understood and agreed between the Parties that the term of this agreement may be renewed yearly upon mutual consent of the Parties in writing, either by execution of a Supplementary Agreement or by exchange of letters.

Article 2:Scope of services

1. The hospital undertakes to provide the service in a precise, reliable and professional manner to the satisfaction of Insurer and in accordance with additional instructions issued by Insurer in writing from time to time.
2. The hospital shall treat the beneficiaries of BKKY according to good business practice.
3. The hospital will extend priority admission facilities to the beneficiaries of the client, whenever possible.
4. The hospital shall provide packages for specified interventions/ treatment to the beneficiaries as per the rates mentioned in Appendix - 2 and Appendix – 3A &/or 3B. It is agreed between the parties that the package will include: The charges for medical/ surgical procedures/ interventions under the Benefit package will be no more than the package charge agreed by the Parties, for that particular year. In the case of medical conditions, a flat per day rate will be paid depending on whether the patient is admitted in general or ICU. These package rates (in case of surgical) or flat per day rate (in case of medical) will include:
   a. Registration Charges
   b. Bed charges (General Ward in case of surgical),
   c. Nursing and Boarding charges,
   d. Surgeons, Anesthetists, Medical Practitioner, Consultants fees etc.
   e. Anesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances etc,
   f. Medicines and Drugs,
   g. Cost of Prosthetic Devices, implants,
   h. X-Ray and other Diagnostic Tests etc,
   i. Food to patient
   j. Expenses incurred for consultation, diagnostic test and medicines up to 1 day before the admission of the patient and cost of diagnostic test and medicine up to 5 days of the discharge from the hospital for the same ailment / surgery
   k. Transportation Charge of Rs. 100/- (payable to the beneficiary at the time of discharge in cash by the hospital).
   l. Any other expenses related to the treatment of the patient in the hospital.
5. The Hospital shall ensure that medical treatment/facility under this agreement should be provided with all due care and accepted standards is extended to the beneficiary.
6. The hospital should maintain necessary records as required and will provide necessary records of the BKKY patients to the Insurer or his representative/ Government/Nodal Agency as and when required.
7. The Hospital shall allow Insurance Company official to visit the beneficiary. Insurer shall not interfere with the medical team of the hospital; however Insurer reserves the right to discuss the treatment plan with treating doctor. Further access to medical treatment records and bills prepared in the hospital will be allowed to Insurer on a case to case basis with prior appointment from the hospital.
8. The Hospital shall also endeavor to comply with future requirements of Insurer to facilitate better services to beneficiaries e.g providing for standardized billing, ICD coding or etc and if mandatory by statutory requirement both parties agree to review the same.
9. The Hospital agrees to have bills audited on a case to case basis as and when necessary through Insurer audited team. This will be done on a pre agreed date and time and on a regular basis.
10. The hospital will convey to its medical consultants to keep the beneficiary only for the required number of days of treatment and carry only the required investigation & treatment for the ailment, which he is admitted. Any other incidental investigation required by the patient on his request needs to be approved separately by Insurer and if it is not covered under Insurer policy will not be paid by Insurer and the hospital needs to recover it from the patient.

Article 3:Identification of Beneficiaries

1. Smart Cards would be the proof of the eligibility of beneficiaries for the purpose of the scheme. The beneficiaries will be identified by the hospital on the basis of smart card issued to them. The smart card shall have the photograph and finger print details of the beneficiaries. The smart card would be read by the smart card reader. The patients/ relative's finger prints would also be captured by the bio metric scanner. The POS machine will identify a person if the finger prints match with those stored on the card. In case the patient is not in a position to give fingerprint, any other member of the family who is enrolled under the scheme can verify the patient's identity by giving his/ her fingerprint.
2. The Hospital will set up a Help desk for BKKY beneficiaries. The desk shall be easily accessible and will have all the necessary hardware and software required to identify the patients.
3. For the ease of the beneficiary, the hospital shall display the recognition and promotional material, network status, and

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procedures for admission supplied by Insurer at prominent location, including but not limited to outside the hospital, at the reception and admission counter and Casualty/ Emergency departments. The format for sign outside the hospital and at the reception counter will be provided by the Insurance Company.

4. It is agreed between the parties that having implemented smart cards, in case due to technological issues causing interruption in implementing, thereby causing interruption in continuous servicing, there shall be a migration to manual heath cards, as provided by the vendor specified by Insurer, and corresponding alternative servicing process for which the hospital shall extend all cooperation.

Article 4:Hospital Services- Admission Procedure

1. **Planned Admission**

   It is agreed between the parties that on receipt of request for hospitalization on behalf of the beneficiary the process to be followed by the hospital is prescribed in Annexure I.

2. **Emergency admission**
   - 2.1. The Parties agree that the Hospital shall admit the Beneficiary (ies) in the case of emergency but the smart card will need to be produced and authenticated within 24 hours of the admission.
   - 2.2. Hospital upon deciding to admit the Beneficiary should inform/ intimate over phone immediately to the 24 hours. Insurer's helpdesk or the local/ nearest Insurer office.
   - 2.3. The data regarding admission shall be sent electronically to the server of the insurance company
   - 2.4. If the package selected for the beneficiary is already listed in the package list then no pre-authorization will be needed from the Insurance Company.
   - 2.5. If the treatment to be provided is not part of the package list then hospital will need to get the pre-authorization from the Insurance Company as given in part 2 of Annexure 1.
   - 2.6. On receipt of the preauthorization form from the hospital giving the details of the ailments for admission and the estimated treatment cost, which is to be forwarded within 12 hours of admission, Insurer undertakes to issue the confirmation letter for the admissible amount within 12 hours of the receipt of the preauthorization form subject to policy terms & conditions.
   - 2.7. In case the ailment is not covered or given medical data is not sufficient for the medical team to confirm the eligibility, Insurer can deny the guarantee of payment, which shall be addressed, to the Insured under intimation to the Hospital. The hospital will have to follow their normal practice in such cases.
   - 2.8. Denial of Authorization/ guarantee of payment in no way mean denial of treatment. The hospital shall deal with each case as per their normal rules and regulations.
   - 2.9. Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable. Hospital must take care to ensure compliance.
   - 2.10. The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for hospitalization. Any investigation carried out at the request of the patient but not forming the necessary part of the treatment also must be collected from the patient.
   - 2.11. In case the sum available is considerably less than the estimated treatment cost, Hospital should follow their normal norms of deposit/ running bills etc., to ensure that they realize any excess sum payable by the beneficiaries not provided for by indemnity.

Article 5:Checklist for the hospital at the time of Patient Discharge

1. Original discharge summary, counterfoil generated at the time of discharge, original investigation reports, all original prescription & pharmacy receipt etc. must not be given to the patient. These are to be forwarded to billing department of the hospital who will compile and keep the same with the hospital.
2. The Discharge card/Summary must be as per standard format of Discharge Summery (Annex–"3") mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries.
3. Signature or thumb impression of the patient/ beneficiary on final hospital bill must be obtained.

Article 6:Payment terms

1. Hospital will submit online claim report along with the discharge summary in accordance with the rates as prescribed in the Appendix 3A &/or 3B or as per pre-authorization, on a daily basis.
2. The Insurer will have to take a decision and settle the Claim within one month. In case the insurer decided to reject the claim then that decision also will need to be taken within one month.
3. However if required, Insurer can visit hospital to gather further documents related to treatment to process the case.
4. Payment will be done by Electronic Fund Transfer as far as possible.
5. Payment Reconciliation process
   a. The Parties would exchange a list of all outstanding payments on a regular basis – but at least in a standard format as agreed between the PARTIES
   b. The PARTIES shall meet regularly, but at least once in three months – to review all such pending claims to discuss a suitable solution

Article 7:Declarations and Undertakings of a hospital

1. The hospital undertakes that they have obtained all the registrations/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.
2. The hospital undertakes to uphold all requirement of law in so far as these apply to him and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the central or the state govt.

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The hospital declares that it has never committed a criminal offence which prevents it from practicing medicines and no criminal charge has been established against it by a court of competent jurisdiction.

3. Code of Conduct: Abide by the code of conduct prescribed by the IRDA or the General Insurance Council /Council for Fair Business Practices, from time to time.

Article 8:General responsibilities & obligations of the Hospital

1. Ensure that no confidential information is shared or made available by the hospital or any person associated with it to any person or entity not related to the hospital without prior written consent of Insurer.
2. The hospital shall provide cashless facility to the beneficiary in strict adherence to the provisions of the agreement.
3. The hospital will have his facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the MoU. The cost/ premium of such policy shall be borne solely by the hospital.
4. The Hospital shall provide the best of the available medical facilities to the beneficiary.
5. The Hospital shall endeavor to have an officer in the administration department assigned for insurance/contractual patient and the officers will eventually learn the various types of medical benefits offered under the different insurance plans.
6. The Hospital shall to display their status of preferred service provider of BKKY at their reception/ admission desks along with the display and other materials supplied byInsurer whenever possible for the ease of the beneficiaries.
7. The Hospital shall at all times during the course of this agreement maintain a helpdesk to manage all BKKY patients. This helpdesk would contain the following:
   a. Facility of telephone
   b. Facility of fax machine
   c. PC Computer
   d. Internet/ Any other connectivity to the Insurance Company Server
   e. PC enabled POS machine with a biometric scanner to read and manage smart card transactions to be purchased at a pre negotiated price from the vendor specified by Insurer. The maintenance of the same shall be responsibility of the vendor specified by Insurer.
   f. A person to man the helpdesk at all times.
   g. Get Two persons in the hospital trained

The above should be installed within 15 days of signing of this agreement. The hospital also needs to inform and train personnel on the handling of POS machine and also on the process of obtaining Authorization for conditions not covered under the list of packages, and have a manned helpdesk at their reception and admission facilities for aiding in the admission procedures for beneficiaries of BKKY Policy.

Article 9:General responsibilities of Insurer

Insurer has a right to avail similar services as contemplated herein from other institution for the Health services covered under this agreement.

Article 10: Relationship of the Parties

Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agree not to hold itself or allow its directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

Article 11:Reporting

In the first week of each month, beginning from the first month of the commencement of this Agreement, the hospital and Insurer shall exchange information on their experiences during the month and review the functioning of the process and make suitable changes whenever required. However, all such changes have to be in writing and by way of suitable supplementary agreements or by way of exchange of letters.

All official correspondence, reporting, etc pertaining to this Agreement shall be conducted with Insurer at its corporate office at the address provided by the Insurer.

Article 12:Termination

1. Insurer reserves the right to terminate this agreement as per the guidelines issued by Directorate of Agriculture and Food Production, Government of Odisha.
2. This Agreement may be terminated by either party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that this Agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.
3. However the Insurance Company reserves the right to suspend Cashless facility with immediate effect if the notice is served for any Fraud, Malpractice etc committed by the Provider.
4. The Insurer reserves the right not to pay any such bill which as per the understanding of the Insurer company is fraudulent and on the basis of which the termination notice is being served.
5. Either party reserves the right to inform public at large along with the reasons of termination of the agreement by the method which they deem fit.

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Article 13:Confidentiality

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

1. Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The Hospital shall not disclose to any third party, and shall use its best efforts to ensure that its, officers, employees, keep secret all information disclosed, including without limitation, document marked confidential, medical reports, personal information relating to insured, and other unpublished information except as maybe authorized in writing by Insurer. Insurer shall not disclose to any third party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to the hospital including without limitation to the hospital's proprietary information, process flows, and other required details.
2. In Particular the hospital agrees to:
   a) Maintain confidentiality and endeavour to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the hospital or such other medical practitioner or such other person by virtue of this agreement or otherwise, including Insurer's proprietary information, confidential information relating to insured, medicals test reports whether created/ handled/ delivered by the hospital. Any personal information relating to a Insured received by the hospital shall be used only for the purpose of inclusion/preparation/finalization of medical reports/ test reports for transmission to Insurer only and shall not give or make available such information/ any documents to any third party whatsoever.
   b) Keep confidential and endeavour to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to Insured, and that the information contained in these reports remains confidential and the reports or any part of report is not disclosed/ informed to the Insurance Agent / Advisor under any circumstances.
   c) Keep confidential and endeavor to maintain confidentiality of any information relating to Insured, and shall not use the said confidential information for research, creating comparative database, statistical analysis, or any other studies without appropriate previous authorization from Insurer and through Insurer from the Insured.

Article 14:Indemnities and other Provisions

1. Insurer will not interfere in the treatment and medical care provided to its beneficiaries. Insurer will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
2. Insurer shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the hospital and the hospital shall obtain professional indemnity policy on its own cost for this purpose. The Hospital agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service
3. Notwithstanding anything to the contrary in this agreement neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
4. The hospital will indemnify, defend and hold harmless the Insurer its directors, employees, agents and affiliates against any claims, demands, proceedings, actions, damages, costs, and expenses which the company may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the hospital or any of its employees or doctors or medical staff.

Article 15:Notices

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party:

a) By registered mail;
b) By courier;
c) By facsimile;

In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given

- If sent by registered mail, seven working days after posting it; and
- If sent by courier, seven working days after posting it; and
- If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.

The notices shall be sent to the other Party to the above addresses (or to the addresses which may be provided by way of notices made in the above said manner):

-if to the Hospital:	**-if to RGICL:**
Attn: Dr. Santosh Ku. Agrawal.	RELIANCE General Insurance Company Limited,
Tel: 0661 - 2400751, 2400552.	Health Claims Management Team - HUB
Fax: 0661 - 2400524	4th Floor, Sagar Plaza, ABIDS Road,
Email: VBCtmch rourkela@yahoo.com.	Hyderabad – 500001, Andhra Pradesh

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Article 16:Miscellaneous

1. This Agreement together with any Annexure attached hereto constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties. Any annexure shall constitute an integral part of the Agreement.
2. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.
3. Should specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby.
4. The hospital may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of Insurer, provided whereas that the Insurer may assign this Agreement or any rights, title or interest herein to an Affiliate without requiring the consent of the hospital.
5. The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.
6. The hospital will indemnify, defend and hold harmless the Insurer against any claims, demands, proceedings, actions, damages, costs, and expenses which the latter may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the hospital or any of its employees/doctors/other medical staff.
7. **Law and Arbitration**

    a. The provisions of this Agreement shall be governed by, and construed in accordance with Indian law.
    b. Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996.
    c. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.
    d. The place of arbitration shall be Bhubaneswar, Odisha, and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Bhubaneswar.
    e. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
    f. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction.
    g. The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.
    h. The cost of the arbitration proceeding would be born by the parties on equal sharing basis.

8. **NON – EXCLUSIVITY:** Insurer reserves the right to appoint any other provider for implementing the packages envisaged herein and the provider shall have no objection for the same.

9. **Severability:** The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

10. **Captions** : The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

SIGNED AND DELIVERED BY **THE HOSPITAL** –	SIGNED AND DELIVERED BY **RELIANCE GENERAL INSURANCE COMPANY LIMITED**
The within Named Dr Laxmikanta Mishra	The within named RGICL,
By the Hand of _____	By the Hand of _____
It's Authorized Signatory	It's Authorized Signatory
In Presence of:	In Presence of:
1. _____	1. _____

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Annexure I: Hospital Services- Admission Procedure(Pkg:3a&3b)

Part 1: Package covered and sufficient funds available

1.1. Beneficiary approaches the BKKY helpdesk at the network hospital of Insurer.

1.2. Helpdesk verifies that beneficiary has genuine card issued under BKKY (Key authentication) and that the person carrying the card is enrolled (fingerprint matching).

1.3. After verification, a slip shall be printed giving the person's name, age and amount of Insurance cover available.

1.4. The beneficiary is then directed to a doctor for diagnosis.

1.5. Doctor shall issue a diagnosis sheet after examination, specifying the problem, examination carried out and line of treatment prescribed.

1.6. The beneficiary approaches the BKKY helpdesk along with the diagnostic sheet.

1.7. The help desk shall re-verify the card & the beneficiary and select the package under which treatment is to be carried out. Verification is to be done preferably using patient fingerprint, only in situations where it is not possible for the patient to be verified, it can be done by any family member enrolled in the card.

1.8. The terminal shall automatically block the corresponding amount on the card (for Pkg 3a). For Pkg 3b in addition to above points (1.1 to 1.7), below mentioned process to be followed-

- The hospital will send fax/ mail/ physical file as the case may to Insurer a pre-authorization request in standard cashless request format in annex "3". Request for hospitalization on behalf of the beneficiary may be made by the hospital/consultant attached to the hospital as per the prescribed format. The preauthorization form would need to give the beneficiary's proposed admission along with the necessary medical details and the treatment planned to be administered and the break up of the estimated cost.
- Insurer shall either approve or reject the request. In case Insurer approves, they will also provide the AL (authorization letter) number and amount authorized to the hospital via return fax/mail . Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable. Hospital must take care to ensure admission accordingly.
- On receipt of approval the hospital helpdesk would enter the AL No. and package details (authorization ID) into the transaction software. The device would connect to the server on-line for verification of the authorization ID. The server would send the confirmation (denial/approval) to the helpdesk device.

1.9. In case during treatment, requirement is felt for extension of package or addition of package due to complications, the patient or any other family member would be verified and required package selected. This would ensure that the Insurance Company is apprised of change in claim. The availability of sufficient funds is also confirmed thereby avoiding any such confusion at time of discharge.

1.10. Thereafter, once the beneficiary is discharged, the beneficiary shall again approach the helpdesk with the discharge summary.

1.11. After card & beneficiary verification, the discharge details shall be entered into the terminal.

1.12. In case the treatment is covered, beneficiary may claim the transport cost from the help desk by submitting ticket/ receipt for travel

1.13. In case treatment of one family member is under way when the card is required for treatment of another member, the software shall consider the insurance cover available after deducting the amount blocked against the package.

1.14. Due to any reason if the beneficiary does not avail treatment at the hospital after the amount is blocked the BKKY helpdesk would need to unblock the amount.

Part 2: In case of packages not covered under the scheme

2.1. Hospital shall take Authorization from Insurer (Insurance company) in case of package not covered under the BKKY scheme.

2.2. Steps from 1.1 to 1.7

2.3. In case the line of treatment prescribed is not covered under BKKY, the helpdesk shall advice the beneficiary accordingly and initiate approval from Insurer manually (authorization request).

2.4. The hospital will fax to Insurer a pre-authorization request. Request for hospitalization on behalf of the beneficiary may be made by the hospital/consultant attached to the hospital as per the prescribed format. The preauthorization form would need to give the beneficiary's proposed admission along with the necessary medical details and the treatment planned to be administered and the break up of the estimated cost.

2.5. Insurer shall either approve or reject the request. In case Insurer approves, they will also provide the AL (authorization letter) number and amount authorized to the hospital via return fax. Authorization certificate will mention the amount guaranteed class of admission, eligibility of beneficiary or various sub limits for rooms and board, surgical fees etc. wherever applicable. Hospital must take care to ensure admission accordingly.

2.6. On receipt of approval the BKKY helpdesk would manually enter the amount and package details (authorization ID) into the helpdesk device. The device would connect to the server on-line for verification of the authorization ID. The server would send the confirmation (denial/approval) to the helpdesk device.

2.7. Steps 1.9 to 1.14

Part 3: In case of in-sufficient funds

In case the amount available is less than the package cost, the hospital shall follow the norms of deposit / running bills.

3.1 Steps from 1.1 to 1.7

3.2 In case of insufficient funds the balance amount could be utilized and the rest of the amount would be paid by the beneficiary after conformance of beneficiary.

3.3 The terminal would have a provision to capture the amount collected from the beneficiary.

3.4 Steps from 1.9 to 1.14.

Annexure 2: PROCESS NOTE FOR DE-EMPANELMENT OF HOSPITALS

Background: This process note provides broad operational guidelines regarding De-empanelment of hospitals which are empanelled in BKKY. The process to be followed and roles of different stakeholders have been outlined.

Process to Be Followed For De-Empanelment of Hospitals:

Step 1 – Putting the Hospital on "Watch-list"

1. Based on the claims data analysis and/ or the hospital visits, if there is any doubt on the performance of a hospital, the Insurance Company or its representative can put that hospital in the watch list.

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2. The data of such hospital shall be analyzed very closely on a daily basis by the Insurance Company or its representati patterns, trends and anomalies.
3. The Insurance Company will immediately inform the State Nodal Agency also about the hospital which have been put in watch list within 24 hours of this action.

Step 2 – Suspension of the Hospital

1. A hospital can be temporarily suspended in the following cases:
   a. For the hospitals which are in the "Watch-list" if the Insurance Company observes continuous patterns or strong evidence of irregularity based on either claims data or field visit of hospitals, the hospital shall be suspended from providing services to BKKY patients and a formal investigation shall be instituted.
   b. If a hospital is not in the "Watch-list", but the insurance company observes at any stage that it has data/ evidence that suggests that the hospital is involved in any unethical practice/ is not adhering to the major clauses of the contract with the Insurance Company or their representatives/ involved in financial fraud related to BKKY patients, it may immediately suspend the hospital from providing services to BKKY patients and a formal investigation shall be instituted.
   c. A directive is given by State Nodal Agency based on the complaints received directly or the data analysis/ field visits done by State Nodal Agency.
2. The Hospital, District Authority and SNA should be informed without fail of the decision of suspension of hospital within 6 hours of this action. At least 24 hours intimation must be given to the hospital prior to the suspension so that admitted patients may be discharged and no fresh admission can be done by the hospital.
3. For informing the beneficiaries, within 24 hrs suspension, an advertisement in the local newspaper 'mentioning about temporally stoppage of BKKY services' must be given by the Insurer. The newspaper and the content of message will be jointly decided by the insurer and the district Authority.
4. To ensure that suspension of the hospital results in their not being able to treat BKKY patients, a provision shall be made in the software so that hospital cannot send electronic claims data to the Insurance Company or their representatives.
5. A formal letter shall be send to the hospital regarding its suspension with mentioning the timeframe within which the formal investigation will be completed.

Step 3 – Detailed Investigation

1. The Insurance Company can launch a detailed investigation into the activities of a hospital in the following conditions:
   a. For the hospitals which have been suspended.
   b. Receipt of complaint of a serious nature from any of the stakeholders
2. The detailed investigation may include field visits to the hospitals, examination of case papers, talking with the beneficiaries (if needed), examination of hospital records etc.
3. If the investigation reveals that the report/ complaint/ allegation against the hospital is not substantiated, the Insurance Company would immediately revoke the suspension (in case it is suspended) and inform the same to the hospital, district and the SNA.
   a. A letter regarding revocation of suspension shall be sent to the hospital within 24 hours of that decision.
   b. Process to receive claim from the hospital shall be restarted within 24 hours. The hospital will be activated within 24 hours to transact BKKY data and send electronic claims
4. For informing the beneficiaries, within 24 hrs of revoking the suspension, an advertisement in the local newspaper 'mentioning about activation of BKKY services' must be given by the Insurer. The newspaper and the content of message will be jointly decided by the insurer and the district Authority.

Step 4 – Action by the Insurance Company

1. If the investigation reveals that the complaint/allegation against the hospital is correct then following procedure shall be followed:
   a. The hospital must be issued a "show-cause" notice seeking an explanation for the aberration and a copy of the show cause notice is sent to the State Nodal Agency.
   b. After receipt of the explanation and its examination, the charges may be dropped or an action can be taken.
   c. The action could entail one of the following based on the seriousness of the issue and other factors involved:
      i. A warning to the concerned hospital, ii. De-empanelment of the hospital.
2. The entire process should be completed within 30 days from the date of suspension.

Step 5 – Actions to be taken after De-empanelment

Once a hospital has been de-empanelled from BKKY, following steps shall be taken:

a. A letter shall be sent to the Hospital regarding this decision with a copy to the State Nodal Agency
b. MHC card of the hospital shall be taken by the Insurance Company and given to the District Key Manager
c. Details of de-empanelled hospital shall be put on by State Nodal Agency in the BKKY website.
d. This information shall be sent to all the other Insurance Companies which are working in BKKY.
e. An FIR shall be lodged against the hospital by the State Nodal Agency at the earliest in case the de-empanelment is on account of fraud or a fraudulent activity.
f. The Insurance Company which had de-empanelled the hospital, may be advised to notify the same in the local media, informing all beneficiaries about the de-empanelment, so that the beneficiaries do not utilize the services of that particular hospital.
g. If the hospital appeals against the decision of the Insurance Company, all the aforementioned actions shall be subject to the decision of the concerned Committee.

Grievance by the Hospital- The hospital can approach the Grievance Redressal Committee for the Redressal. The Grievance Redressal Committee will take a final view within 30 days of the receipt of representation. However, the hospital will continue to be de-empanelled till the time a final view is taken by the Grievance Redressal Committee.
The Grievance Redressal Mechanism has been developed separately and will be available on BKKY website.

Special Cases for De-empanelment -In the case where at the end of the Insurance Policy if an Insurance Company does not want to continue with a particular hospital in a district it can de-empanel that particular hospital after getting prior approval the State Nodal agency and the District Key Manager. However, it should be ensured that adequate number of hospitals are available in the district for the beneficiaries.

Annex "3" : Standard Cashless request format

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Monitoring and Evaluation

Technical Committees at district and State level will be constituted for monitoring and supervision of empanelled hospitals at regular interval. The said committee will look into the various aspects of treatment protocol and satisfaction level of beneficiaries. Any violation, reported, shall lead to de-empanelment of the hospital as mentioned in Annex-2. The Hospital Authority at the time of raising claims will submit a certificate that the treatment to the patient has been done completely.

Scheme Benefits:-

The scheme has two streams. They are as follows:

BKKY Stream-I: -

This stream is meant for all those beneficiary families who are not beneficiaries of RSBY. Under this stream, beneficiary families will get a coverage of Rs.30,000/- only for the list of day care procedures, surgeries and treatments that are listed in Appendix-2 and Appendix-3A of the detailed guidelines. These day care procedures, surgeries and treatments are same as provided in RSBY. The rates for these treatments have also been prescribed "Package Rates". The rates are the same as in RSBY and all the hospitals empanelled under RSBY shall be deemed to be empanelled under BKKY.

In addition to this coverage, the beneficiaries of BKKY Stream-I will also get an additional coverage of Rs.70,000/- per family per year for a list of 567 number of surgeries and procedures listed in Annexure-3B of the detailed guidelines. These treatments are available only in those hospitals which are empanelled under OSTF.

For all the treatments, surgeries and procedures not listed in Appendix-2, Appendix-3A or Appendix-3B, the hospital will have to take pre-authorization from the insurance company on a case to case basis subject to a limit of Rs.30,000/- per family per year.

BKKY Stream-II:

This stream is meant for all those families who are beneficiaries of RSBY. As these beneficiaries are already covered by RSBY for the surgeries and procedures listed in Appendix-2 and Appendix-3A, they will not be provided any coverage for these treatments and procedures. These beneficiaries will be provided health insurance coverage of Rs.70, 000/- per family per year on a floater basis for all those surgeries and procedures listed in Appendix-3B. The treatments will be provided in those hospitals empanelled under OSTF.

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