

Ref: NBC/MED/ 1601 /2016

Date: 01.09.2016

To

→ The Chief Operating Officer,
Hi-Tech Medical College & Hospital,
Pandara, Rasulgarh,
Bhubaneswar-751 010.

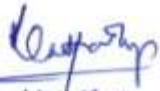
Sub: Empanelment of your Hospital.

- Ref: 1. Our letter no.NBC/Med/5383/2014 dt.20/21.02.2014 & no. NBC/Med/5575/2014 dt.20.03.2014
2. Your letter No.HMCH/PR/14/829 dt.29.03.2014, No.HMCH/Nalco/2014/2123 dt.05.05.2014 and No.HMCH/Nalco/2016/1118 dt.03.06.2016
3. Minutes of Meeting dt.18.07.2016.

Dear Sir,

With reference to above correspondences, we are pleased to empanel **Hi-Tech Medical College & Hospital, Bhubaneswar** with **M/s. National Aluminium Co. Ltd. (NALCO)** for treatment of Nalco employees & their dependant family members and for treatment of patients of any associated organisation referred by NALCO with the following terms and conditions:

1. Period of Agreement:- The empanelment agreement shall be applicable for a period of 04 (four) years with effect from 01.09.2016 to 31.08.2020 and can be extended on mutual consent basis.
2. Applicability of rates:- Hospital shall charge CGHS, BBSR-2014 rate. Wherever CGHS rate not available, NALCO-2011 Rates shall be applicable. Wherever Nalco-2011 rate not available, Hospital's own rate shall be applicable and in such case Hospital shall give 10% discount on it's own rate. Hospital's own rate shall be frozen for 04 years from the date of agreement.
 - a) Hospital shall charge consultation charges (OPD & IPD) @ Rs. 150/-, Rs. 300/- and Rs. 400/- for General doctor, Specialist doctor and Super specialist doctor respectively or CGHS,BBSR-2014 rate whichever is lower. These consultation charges are also applicable to all types of ICUs, Day Care & Emergency consultations.


Dr. L. Satpathy
Dy. General Manager (MS)
National Aluminium Company Ltd.
NALCO Bhawan
Bhubaneswar-751061


Chief Operating Officer
Hi-Tech Medical College & Hospital
Healthpark, Rasulgarh
Bhubaneswar-75

- b) Similarly, Hospital shall charge accommodation charges at the rate of Rs. 500/- for A/C General Ward, Rs. 1000/- for A/C Semi-Pvt./Sharing room and Rs. 1500/- for A/C Private/Single room or CGHS,BBSR-2014 rate whichever is lower. The accommodation rates are inclusive of diet and nursing charges.
- c) Whenever CGHS rates/Nalco rates are revised, the revised rate shall be applicable to the Hospital.
4. Hospital shall give a declaration stating that the Hospital's declared Tariff charged to NALCO is not more than that charged to any other Govt./PSU organisation.

The detailed terms and conditions as mentioned in the attached Agreement shall be treated as part of the order. The rate condition mentioned above is covered under Clause No.2 of the Agreement.

This Order is issued in duplicate. Please return us the duplicate copy duly signed & stamped as a token of your acceptance.

Thanking you,
Encl: as above.

Yours faithfully,


(Dr. L. Satpathy) 1/9/16
Dy. General Manager(Med. Services)

Dr. L Satpathy
Dy. General Manager (MS)
National Aluminium Company Ltd
NALCO Bhavan
Bhubaneswar-751051


Chief Operating Officer
Hi-Tech Medical College & Hospital
Healthpark, Rasulgarh
Bhubaneswar-25



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EMPANELMENT AGREEMENT

This Agreement is entered into at Bhubaneswar, on this 01st Day of Sept'2016.


BETWEEN

M/s. National Aluminium Company Limited, having Regd. Office at NALCO Bhawan, P-1 Nayapalli, Bhubaneswar-751 013 (which expression shall include their Units, heirs, successors, executors, administrators and assigns) hereinafter called the COMPANY.

AND

M/s. Hi-Tech Medical College & Hospital having its Registered Office at Pandara, Rasulgarh, Bhubaneswar-751 010 (which expression shall include their heirs, successors, executors, administrators and assigns) hereinafter called the HOSPITAL.


Whereas, the COMPANY intends to avail medical facility provided by the HOSPITAL for its employees and their dependent family members as declared by the Company.


Dr. V. Satpathy
Dy. General Manager (MS)
National Aluminium Company Ltd.
NALCO Bhawan
Bhubaneswar-751061
Bhubaneswar-751061


Chief Executive Officer
Hi-Tech Medical College & Hospital
Healthpark, Rasulgarh
Bhubaneswar-25
Healthpark, Rasulgarh
Bhubaneswar-25

NOW BOTH THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS :

1. That the treatment obtained from the HOSPITAL will be considered as a part of extended medical facilities of the COMPANY Hospitals and cost of such treatment/investigations incurred will be paid directly by the concerned Unit of the Company to the HOSPITAL.
2. That the HOSPITAL will charge the rates as agreed to by the Hospital and the Company for credit as well as cash payment cases. The agreed rates will also be applicable to retired employees of the COMPANY, subject to submission of proof of retirement from the COMPANY. The agreed schedule of rate/charges as indicated in the empanelment order shall come into force from the date of this Agreement.
3. That the HOSPITAL shall provide medical facility to the employees of the COMPANY and their dependant family members based on the referrals made by the authorised persons of the COMPANY.
4. That for the purpose, the COMPANY shall authorize person(s) who shall determine and recommend employees and dependant family members (called as Patient) for medical care and facility, including periodic health check-ups in the HOSPITAL.
5. That the patient(s) shall be referred to the HOSPITAL with referral letter/credit letter duly signed by the authorized officials of the COMPANY. The referral letter/credit letter should contain entitlement of accommodation of the referred patient along with the validity period. The referral letter/credit letter issued by the COMPANY shall be valid for one month from the date of issue of the letter or till discharge of the patient, if admitted in the Hospital as in-patient, whichever is later.
6. That the Regional Manager (RM) of Regional Office of the COMPANY can issue credit letter for treatment of the employees of Regional office in favour of the local empanelled hospital for OPD & IPD treatment, if bill amount is more than Rs.500/-.
7. That the COMPANY shall as far as possible intimate the HOSPITAL in advance about any admission of patient in the HOSPITAL for availability of beds and other facility. However, in cases of emergencies or during odd hours, the patient of the COMPANY may avail treatment at the HOSPITAL without referral letter/credit letter subject to the production of copy of identity card/Medical card or on cash payment which shall be refunded to the patient on production of referral/credit letter by the patient(s). In such cases, the COMPANY shall send the referral letter/credit letter of the patient(s) to the HOSPITAL within 48 hours of admission of such patient.


Dy. General Manager (MS)
National Aluminium Company Ltd.
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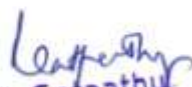

Chief Medical Officer
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8. That the HOSPITAL shall not provide the credit facility to the patients of the COMPANY for OPD consultation/OPD treatment/OPD investigation and Medicine and disposables prescribed by the OPD Consultant, if the amount involved is Rs.500/- (Five Hundred only) or less.
9. That the HOSPITAL shall accept the patients based on the referral letter/credit letter issued by the respective Authorised Officials of the COMPANY and shall provide all facilities without asking for any payment from the referred patient of the COMPANY. On discharge of the patient, the HOSPITAL shall send the bills to the concerned Unit from where the patient of the COMPANY was referred, supported with the following documents:-
 - a. Original referral letter/credit letter.
 - b. Signature of the patient/attendant on the bills.
 - c. Copy of the discharge ticket.
 - d. Copies of the investigation report.
 - e. Copies of the prescription of Doctors, if available (OPD only).
 - f. Bills/Cash Memos/Invoice of outsourced medicines/stents, consumables and investigations etc. duly signed by the concerned employee/dependants on the backside thereof.
10. That the HOSPITAL shall provide necessary medicines and other consumables of standard quality. Cosmetics, toileting, tonics and other items which are not related to medicines, if provided, shall be at the cost of the patient for which no payment shall be made by the COMPANY.
11. That no service charges will be paid by the COMPANY. The nursing charges are inclusive of bed charges.
12. That the Government levies, taxes if any, applicable to the Hospital and claimed in the concerned bill shall be reimbursed to the HOSPITAL by the COMPANY.
13. That in case the bills are signed by any person other than the employee, the same shall be countersigned/ regularized by the employee, if condition of the patient (employee) allows before forwarding the bills for payment.
14. That on request from the COMPANY, the HOSPITAL shall provide Ambulance facility for the patient on payment basis and bill it to the COMPANY for payment.


Dr. J. S. Pathy
Dy. General Manager (MS)
National Aluminium Company Ltd.
NALCO Bhavan
Bhubaneswar-751051



Chief Operating Officer
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15. That in case of non availability of entitled accommodation, the patient shall be accommodated at the discretion of the HOSPITAL. However, the patient shall be given priority and may be accommodated as per his/her entitlement, subsequently against any vacancy. Wherever the employee/patient opts for higher category accommodation, an undertaking to be obtained from the concerned employee/patient that - "The differential amount between entitlement & actual cost shall be recovered from the concerned employee's account".
16. That any medical procedure/investigation for which facility is not available at the HOSPITAL but is felt essential by the treating doctors, the same shall be provided by HOSPITAL, from outside agency and shall be billed as per the rates charged by the outside agency. Wherever such outside agency is having rate contract with NALCO, the said agency shall bill as per agreed rates with NALCO.
17. That the HOSPITAL shall extend the credit facility to the COMPANY and the COMPANY shall settle the credit bill within 30 (Thirty) days of receipt of the bill provided the bill is complete in all respects and contains all documents as indicated at Cl.No.9 of the Agreement. The COMPANY shall pay the dues by Electronic Clearance Service (ECS). The HOSPITAL shall provide ECS mandate for this purpose within seven days of executing this Agreement to facilitate payment.
18. That patient referred by the COMPANY will be billed as per the prevailing tariff applicable as indicated at Cl.No.02. If HOSPITAL introduces new procedures during the period of the agreement, which are not included in the Schedule of Rates/Charges of the Hospital, the rates of new procedures shall be included in the schedule of rates and reimbursed to the Hospital with similar discount. In such case the Hospital shall give a declaration that the rates of new procedures charged to NALCO, is not higher than the rates charged to any other Govt./PSUs.
19. That the COMPANY shall furnish all details of deductions with reasons at the time of making payment to the HOSPITAL.
20. That the HOSPITAL shall provide Tax exemption certificate prescribed under the Income Tax Act 1961 to the COMPANY to avail tax exemption facility by the employees.
21. That dues/outstanding payments shall be cleared within the stipulated period as mentioned in this agreement. In case of any dispute/disagreement the same shall be settled amicably between the parties.


Dr. S. Sathya
Dy. General Manager (MS)
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NALCO Bhavan
Bhubaneswar-751061


Chief Operating Officer
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22. That in case of termination/expiry of this agreement the HOSPITAL shall continue to provide its services to the admitted patient(s) of the COMPANY till their discharge and bill(s) will be raised to the COMPANY as per Clause No.2 of this agreement.
23. That patient or his/her attendant shall furnish such details as may be required by the HOSPITAL.
24. That any complaint regarding deficiency of service raised by the patient(s) or the escort /attendant shall be addressed to the HOSPITAL in writing for redressal by the HOSPITAL.
25. That ICU/Semi ICU/NICU/PICU/Causality facility/service shall not be treated as accommodation. The HOSPITAL reserves the right of admission for these facilities/ services on the medical need of the patient and HOSPITAL shall raise bills to the COMPANY as per agreed tariffs.
26. That medicine shall be supplied to patient on discharge for a period of 15 (Fifteen) days maximum on credit to indoor patients. The HOSPITAL shall include the same in the Bill. However, non injectable medicines shall be provided on full strip basis even if the count exceeds the agreed day limit. The HOSPITAL shall exclude list of items as specified by the COMPANY, at the time of execution of this agreement.
27. That any objection raised by the COMPANY regarding bill(s) shall be intimated to the HOSPITAL within 15 (fifteen) days of receipt of the bill(s), after which it will be presumed that the bill(s) is/are accepted by the COMPANY and the COMPANY shall make the payment within the agreed time limit. While preparing bills, the Hospitals shall indicate the code no. & page no. against each procedure.
28. That the HOSPITAL shall submit the correct Income Tax PAN to the COMPANY alongwith Income Tax Exemption Certificate within 7 days of signing of this agreement to enable COMPANY to release payment in time and for compliance of Govt. of India directives pertaining to PAN, TDS/TCS formalities vide Press Release dt.25th Sept'2007.
29. That in case of any dispute or difference arising out of this agreement, it shall be referred to a Sole Arbitrator to be appointed by Chairman-cum-Managing Director (CMD) of the Company or such other Officer as may be designated by CMD. The CMD or such designated officer shall communicate/cause to be communicated a panel of three names to the party seeking Arbitration in this regard within thirty days of receipt of notice of invocation of arbitration from the party as the case may


Dr. G. Satpathy
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be, to select any one of them, to be appointed as the Arbitrator. In case the Party does not communicate its selection as above within thirty days, Chairman-cum-Managing Director of the Company will appoint any one of them out of the panel of the three names so communicated as the Sole Arbitrator. The provision of the Arbitration and Conciliation Act 1996 and Rules made there under or any amendments thereto shall apply. The contract shall be governed by Indian Laws. The venue of Arbitration shall be at Bhubaneswar, Orissa, India. The Arbitration proceedings shall be in English language.

30. That this agreement is valid for a period of 04(four) years from the date of this agreement and can be extended further from time to time with mutual consent of the parties. However, if any party desires to terminate this agreement during the period of subsistence, it shall give 60 days prior notice in writing to the other party clearly mentioning the reason for termination of this agreement.

This Agreement is signed by both the parties i.e. the COMPANY & the HOSPITAL on the above mentioned date in two sets. One set shall be kept by each party to this agreement to follow the terms & conditions stated herein above.

For & on behalf of the Company
National Aluminium Company Limited.

For & on behalf of the Hospital
Hi-Tech Medical College & Hospital

(Seal & signature of Authorised Signatory)
Dr. L. Satpathy 11/9/16
Dr. L. Satpathy
Dy. General Manager (MS)
National Aluminium Company Ltd
NALCO Bhavan
Bhubaneswar-751051

(Seal & signature of Authorised Signatory)
[Signature] 11/9/16
Chief Operating Officer
Hi-Tech Medical College & Hospital
Healthpark, Rasuigarh
Bhubaneswar-25

Witness:

1. *[Signature]*
1-9-16

2.

1.

[Signature] 11/9/16
(S. PATRA)

2.