



ଓଡ଼ିଶା ओडिशा ODISHA

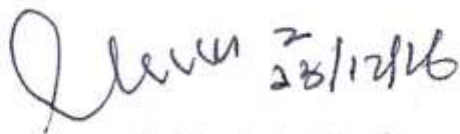
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AGREEMENT BETWEEN
EMPLOYEES' STATE INSURANCE CORPORATION, ODISHA
AND
**HI-TECH MEDICAL COLLEGE & HOSPITAL, HEALTH PARK,
PANDARA, BHUBANESWAR, ODISHA**

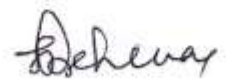
This Agreement is made on this 23rd day of December, 2016 between the STATE MEDICAL COMMISSIONER, ESI Corporation having his Office at ESI CORPORATION, REGIONAL OFFICE, PANCHDEEP BHAWAN, UNIT-IX, BHUBANESWAR, ORISSA, PIN-751022 (here in after called ESIC, which expression shall, unless repugnant to the context or meaning there of, be deemed to mean and include its successors and assigns) of the **First Part**.

AND

HI-TECH MEDICAL COLLEGE & HOSPITAL, HEALTH PARK, PANDARA, BHUBANESWAR-751010, ODISHA, (herein after called the Empanelled Hospital) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part**.



Dr. Umekanta Tripathy
Management Resources & Services
Medical Superintendent
Hi-Tech Medical College & Hospital
Bhubaneswar



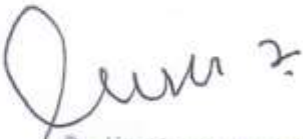
राज्य चिकित्सा आयुक्त
State Medical Commissioner
क०रा०बी०निगम, उडुपीसा
E.S.I CORPORATION, ORISSA


WHEREAS, the ESI Corporation is providing comprehensive medical care facilities to the ESI beneficiaries of ODISHA.

AND WHEREAS, ESIC proposes to provide CASHLESS & HASSLE FREE treatment facilities to the ESI Beneficiaries in the Private Recognized Hospitals. AND WHEREAS, HI-TECH MEDICAL COLLEGE & HOSPITAL offered to give the following treatment /diagnostic facilities to the ESI beneficiaries in the Hospital (name the super speciality treatment available) CARDIOLOGY, NEUROLOGY, NEURO SURGERY, PAEDIATRIC SURGERY, ONCOLOGY, NEPHROLOGY, UROLOGY, GASTROENTEROLOGY & G.I. SURGERY, BURN & PLASTIC SURGERY.

NOW, THEREFORE IT IS HEREBY AGREED between the parties as follow:

1. The Empanelled Hospital will provide all the facilities as per the package rates agreed to for various procedures, investigations, etc, on the CGHS, Bhubaneswar rates, terms and conditions to the ESIC beneficiaries.
2. The Empanelled Hospital will provide all the services on cashless basis to ESIC beneficiaries.
3. The Empanelled Hospital will provide treatment only to referred beneficiaries by the competent authority as defined.
4. The Empanelled Hospital shall provide services only for which it has been empanelled by ESIC at the rates fixed for GENERAL WARD BY CGHS FOR ODISHA from time to time and shall be binding.
5. The Empanelled Hospital shall charge as per ESIC rates as devised by ESI Corporation, if the rates are not prescribed by CGHS.
6. The empanelled Hospital shall allow certain discounts on Drugs/ treatment/procedures/ devices as under:-
 - a) 15% discount on hospital rates if there is no package procedure under CGHS/ESIC.
 - b) For devices/stents etc, 15% discount on MRP (maximum retail price).
 - c) In case of drugs not available in the CGHS/ESIC package/procedure, 10% discount on the MRP.

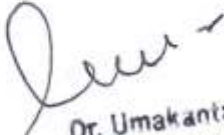

Dr. Umakanta Tripathy
Management Representative-cum-
Medical Superintendent
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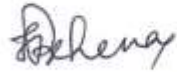

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State Medical Commissioner
कनारावी निगम, उड़ीसा
ESI CORPORATION, CGHS

7. The Empanelled Hospital will submit ESI indoor patient status to the Office of State Medical Commissioner, ESI Corporation, Odisha on daily basis.
8. A copy of discharge Slip incorporating brief history of the case, diagnosis, details or procedure done, reports of investigation, and identification stickers of implants treatment given and advised shall be submitted by the Hospital along with the adjustment bill.
9. The Empanelled Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Empanelled hospital who shall alone be responsible for the effect and / or deficiencies in rendering such services.
10. The Empanelled Hospital agrees that during the In-patient treatment of the ESIC beneficiaries, the Empanelled Hospital will not ask the beneficiary or his attendant to purchase separately the medicines/consumables/equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the ESIC which includes the cost of all the items. Appropriate action, including removing from ESIC empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspection carried out by ESIC team.
11. The Empanelled Hospital will honour permissions issued by the Referring Authority i.e. Medical Superintendent/Insurance Medical Officer I/C, to the ESI beneficiaries holding valid & eligible ESI Medical Benefit Card. Treatment will be provided as per applicable package rates as enlisted at the Ministry of Health and Family Welfare **website:<http://www.mohfw.nic.in/cghs.htm>**.
12. The scope of PACKAGE is as follow:-

Package rates is defined as lump sum cost of inpatient treatment/day care for which a patient has been referred by competent authority to empanelled Hospital. This includes all charges pertaining to a particular treatment/procedure including:

- i. Registration charges.
- ii. Admission charges.
- iii. Accommodation charges including patient's diet.
- iv. Operation charges.
- v. Injection charges.
- vi. Dressing charges.
- vii. Doctor/consultant visit charges,


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- viii. ICU/ICCU charges.
- ix. Monitoring charges.
- x. Transfusion charges,
- xi. Anesthesia charges.
- xii. Operation theatre charges.
- xiii. Procedural charges/surgeon's fee,
- xiv. Cost of surgical disposables and all sundries used during hospitalization,
- xv. Cost of medicines.
- xvi. Related routine and essential investigations.
- xvii. Physiotherapy charges etc.
- xviii. Nursing care and charges for its services.

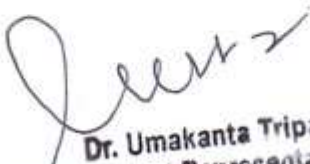
from the time of admission upto the time of discharge. The above list is not exhaustive but an illustrative one only.

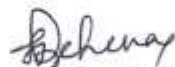
The package rate, however, does not include expenses on:

- i. Toiletries
- ii. Telephone bills
- iii. Tonics
- iv. Cosmetics, etc

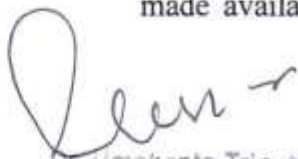
These are not part of the treatment regimen. Cost of these additional items ,if provided with the prior consent of the patient, has to be settled with the patient, for which no reimbursement will be admissible.

13. In case of any natural disaster/epidemic, the Empanelled Hospital shall fully cooperate with the ESIC and will convey/ reveal all the required information, apart from providing treatment. This empanelment is renewed for a further period from **26.12.2016 to 12.03.2018**. It can be extended later on, with mutual consent only.
14. The procedure for submission/payment of bills will be as under:-
 - 14.1 On production of valid ESI record (as per the check list) and valid letter of referral from Medical Superintendent of the State run ESI Hospital/ESIC MODEL HOSPITAL, ROURKELA and Insurance Medical Officer In-Charge of authorized ESI Dispensaries, the Empanelled Hospital is required to provide credit facilities to the ESI Beneficiary or his family members. No patient shall be directly examined or admitted without the valid referral slip from the competent authority.


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- 14.2 The hospital must take signature of the IP/Beneficiaries on the Bills at the time of discharge of the patient. The hospital may get a proforma duly filled and signed by IP/Beneficiaries regarding satisfactory treatment (therapeutic as well as behavioral) received.
- 14.3 Empanelled tie up hospitals to submit bills in respect of patients referred for Tertiary care at the respective locations i.e. ESIS Hospitals or ESIS Dispensaries - from where the patient were referred.
- 14.4 Respective Medical Superintendent of ESI Scheme Hospitals and Designated Dispensary Incharge at respective locations will countersign the bill verifying the details of the patients referred and the procedure/treatment done as per referral issued.
- 14.5 The counter verified bills would then be forwarded to State Medical Commissioner for further scrutiny and release of payment.
- 14.4 SMC will issue the final Sanction letter and credit the payment directly into the account of tie-up hospitals.
- 14.5 In case the patient has been referred from the ESIC Model Hospital, Rourkela, Odisha, then the Bills are to be sent to the Medical Superintendent of ESIC Model Hospital, Rourkela, Odisha directly who will make the payment to the empanelled Hospital directly from the Hospital finances.
15. The Empanelled Hospital will investigate/treat the ESI beneficiaries / patient only for the condition for which they are referred with permission, and in the Super-Specialty and /or purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, necessary life saving measures be taken and concerned authorities may be informed accordingly later with justification.
16. The empanelled Hospital will not refer the patient to other Super-Specialist/other hospital without prior permission of ESIC Authorities.
17. For over-billing and unnecessary procedure, the extra amount so charged will be deducted from the pending/further bills of the Hospital and the ESIC shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital.
18. The Empanelled Hospital shall provide medicine to the indoor patients only during the period of indoor treatment. Medicines prescribed to OPD patients and the discharged medicines prescribed to indoor patients will be made available to the ESI beneficiaries by concerned ESI Dispensaries



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and in no circumstances reimbursement of such medicines will be entertained to the empanelled Hospitals. The wrappers/stickers of costly medicines/items are to be enclosed along with the bills.

19. DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTERS

It shall be the duty and responsibility of the Empanelled Hospital 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".

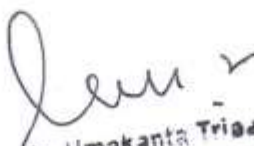
20. HOSPITAL'S / DIAGNOSTIC CENTER'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD


The Hospital / Diagnostic Center 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 Hospital / Diagnostic Center is obliged to act within its own authority and abide by the directives issued by the ESIC. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

21. TERMINATION FOR DEFAULT

21.1 The ESIC may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital / Diagnostic Center terminate the Agreement in whole or part:

- a. If the empanelled Hospital / Diagnostic Center fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension thereof, if granted by the ESIC pursuant to Condition of Agreement, or
- b. If the Empanelled Hospital fails to perform any other obligation(s) under the Agreement.


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- c. If the Empanelled Hospital, in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 21.2 If the Empanelled hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the date receipt of show cause notice.

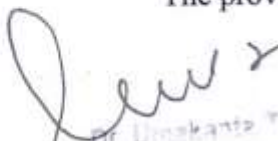
22 INDEMNITY

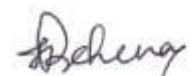
The Empanelled Hospital shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Empanelled Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise), Empanelled Hospital as a Party for anything done or purported to have done in the course of the execution of this Agreement. The Empanelled Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Empanelled negligence or misconduct.

The Empanelled Hospital will pay all indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may at its discretion and shall always be entirely at the cost of the Empanelled Hospital defend such suit, either jointly with the Empanelled Hospital or singly in case the latter chooses not to defend the case

23. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESIC and the Empanelled Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the State Medical Commissioner, ESIC, who will give written award of his decision to the Parties. The decision of the arbitrator will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to


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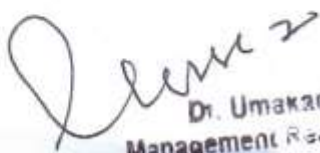
the arbitration proceedings. The venue of the arbitration proceedings shall be at Bhubaneswar.


24. MISCELLANEOUS

- 24.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the ESIC and the Empanelled Hospital.
- 24.2 The Empanelled Hospital shall not represent or hold itself out as agent of the ESIC.
- 24.3 The ESIC will not be responsible in any way for any negligence or misconduct of the Empanelled Hospital and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Empanelled Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 24.4 The Empanelled Hospital shall notify the ESIC of any material change in their status and their shareholdings or that of any Guarantor of the Empanelled Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.
- 24.5 This Agreement can be modified or altered only on mutual written agreement signed by both the parties.
- 24.6 Should the Empanelled Hospital get wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives or successors – in-interest from the liability in respect of the services provided by the Empanelled Hospital during the period when the Agreement was in force.
- 24.7 The Empanelled Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.
- 24.8 A recognized empanelled hospital whose rates for a procedure/tests/facility are lower than the approved package rates shall charge the ESIC beneficiaries as per actual.

25. NOTICES

- 25.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post


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or by facsimile and confirmed by original copy by post to the other Party's address as below.

ESIC : State Medical Commissioner, ESI Corporation, Panchadeep Bhawan, Unit-IX, Janpath, Bhubaneswar-751022

Empanelled Hospital :

Hi-Tech Medical College & Hospital, Health Park, Pandara, Rasulgarh, Bhubaneswar-751010.

25.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left premises, locked, etc.

IN WITNESSES WHEREOF, the parties have signed this Agreement and executed on the day, month and the year first above mentioned.

Signed by


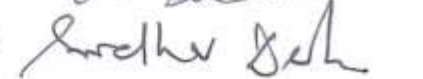


**STATE MEDICAL COMMISSIONER,
ESI CORPORATION, O D I S H A**

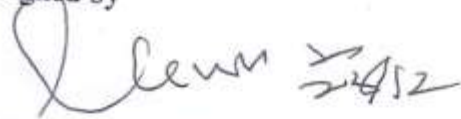
राज्य चिकित्सा आयोग
State Medical Commissioner

क०रा०बी०निगम, उडीसा
E.S.I. CORPORATION, ORISSA

In the Presence of
(Witnesses)

1. 
2. 

Signed by



**MANAGEMENT REPRESENTATIVE
& MEDICAL SUPERINTENDENT,
HI-TECH MEDICAL COLLEGE & HOSPITAL,
PANDARA, BHUBANESWAR**

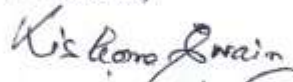
Dr. Umakanta Tripathy

Management Representative-cum-

Medical Superintendent

Hi-Tech Medical College & Hospital
Bhubaneswar

In the presence of
(Witnesses)

1. 
23/12/16

2. Annapurna Mohapatra
23/12/16