



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

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 Chief Medical Superintendent
 Himalayan Hospital
 (A constituent unit of SRHU)
 Swami Ram Nagar, P.O. Jolly Grant
 Dehradun-248140


 Offg. विमानपत्तन निदेशक
 AIRPORT DIRECTOR
 भारतीय विमानपत्तन प्राधिकरण
 AIRPORTS AUTHORITY OF INDIA
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Statutory Alert

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AGREEMENT FOR EMPANELMENT OF HOSPITAL BETWEEN

AIRPORT AUTHORITY OF INDIA AND HIMALAYAN HOSPITAL

This Agreement is made on the 29th day of March 2023 between the

Airport Authority of India having its office at Rajiv Gandhi Bhawan, Safdarjung Airport through its Dehradun Airport, Dehradun (hereinafter called AAI, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First part.

AND

Swami Rama Himalayan University (SRHU) a University established under Section 2(f) of UGC Act, 1956 and enacted vide Uttarakhand Act No. 12 of Year 2013, having its Registered Office at Swami Rama Nagar, P.O. Jollygrant, Dehradun-248016, Uttarakhand for its teaching hospital 'Himalayan Hospital', hereinafter called '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**.

WHEREAS Himalayan Hospital give the following treatment /diagnostic facilities to the AAI Beneficiaries in the Hospital.

1. DEFINITIONS & INTERPRETATIONS

1.1 The following terms and expressions shall have the following meanings for purposes of this Agreement:

- 1.1.1 "Agreement" Shall mean this Agreement and all Schedules. Supplements, Appendices, appendages and modification therefore made in accordance with the terms of this Agreement.
- 1.1.2 "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
- 1.1.3 "Card Holder/ Dependent Member" shall mean a person having a AAI Medical Card.
- 1.1.4 "Emergency" shall mean any condition or symptom resulting from any, cause, arising suddenly and if not treated at the early convenience be detrimental to the health of the health of the patient or will jeopardize the life of the patient.


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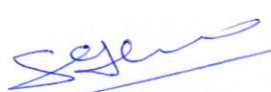

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- 1.1.5 "Empanelment" shall mean the Hosopital empanelled by the AAI for a particular period for providing indoor treatment facilities and procedures etc. to the AAI beneficiaries at the rates agreed by the AAI.
- 1.1.6 "Hospital" shall mean the 'Himalayan Hospital', while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.7 "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fradulent means in providing medical treatment to or not following the good industry practices of the health care for the AAI beneficiaries after following certain procedure of inquiry.
- 1.2 The Hospital is empanelled on Hospital Rates with 15% Discount (Except on Consumable, Medicine, Packages, Outsourcing Services and Room Rent). List of Package Rates provided by the Hospital is attached as Annexure"A".

1.2.1 Room Rent details are as given below:-

S.No.	Level of Serving Employee	Category of Room Entitlement	Rates of Room Entitlement
1.	NE-1 to NE-7	Multi Bedded Room	650.00
2.	NE-8 to NE-10/E-1 to E-5	Double Bedded Room -Semi Private Double -Semi Private AC (Subject to availability)	2,000.00 2,500.00
3.	E-6 to E-7	Single Room -Private Non AC -Private AC (Subject to availability)	3,500.00 4,500.00
4.	E-8 to E-9	Deluxe Single Room	6,000.00

- 1.2.2 "Package Rate" shall mean and include lump sum cost of inpatient treatment/ day care / diagnostic procedure for which a AAI beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) - (i) Registration charges, (ii) Admission charges, (iii) Accommodation charges including patients Diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor/ Consultant visit charges, (viii) ICU/ICCU charges, (ix) Monitoring charges, (x) Transfusion charges, (xi) Anaesthesia 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 medicine, (xvi) Related routine and essential investigations, (xvii) Physiotherapy charges etc. and excluding expenses on telephone, tonics, cosmetics etc. (xviii) Nursing care and charges for its services.


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- 1.2.3 The above shall be applicable to all specialties for which the hospital is empanelled either on CGHS rates or at their own rate.
- 1.2.4 The type of treatment & procedures etc. which are under research & development and have not been added in profile of the CGHS rates shall summarily be not allowed to pay.
- 1.3 The hospital shall charge from the AAI beneficiary as per the rates for a particular procedure/ package deal as agreed by the AAI and attached as Annexure (rate list of the hospital), which shall be an integral part of this Agreement.

1.4 IMPLANTS/STENTS/GRAFTS

The empanelled hospital shall provide the following information about the stents used

- Batch Number.
- Outer pouch of the packet along with the sticker on it.
- Copy of the relevant invoice pertaining to the procurement.

1.5 DURATION

The Agreement shall remain in force for a period of 01(One) year or till it is modified or revoked, whichever is earlier. The Agreement may be extended for subsequent period as required by AAI, subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent.

1.6 MEDICAL AUDIT OF BILLS

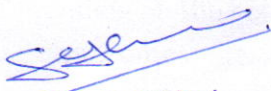
- 1.6.1 The medical bills of the hospital will be audited by the AAI or any authority designated by AAI for that purpose. The hospital shall submit the claim within 30 days of discharge of the AAI beneficiary from Hospital.
- 1.6.2 While submitting the bills, all the details/ break-up charges shall be furnished e.g. charges for room rent, charges for investigations, medicines, consumables, charges for Doctor's visit, surgical/non-surgical procedures etc.
- 1.6.3 While submitting the indoor treatment claim bill, empaneled hospital shall submit a certificate with the effect that the charges of the non-payable items have not been included in the bill. Toiletries, Sanitary napkins, Talcum Powder, Mouth fresheners, Sanitizers, Thermometers, Telephone charges, Diet charges in favour of attendant and ambulance charges are the non-payable items.
- 1.6.4 All medical bills shall be duly signed with date & stamped by the attending consultant incharge & the Medical Superintendent (or any other designated administrative authority) before submission to AAI.


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1.7 TREATMENT IN EMERGENCY

- 1.7.1** In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member and will provide credit facilities to the patient whether the patient is serving employee or a retired employee availing AAI medical facilities, on production of a valid AAI medical card. The hospital will initiate to designed officer of AAI about such patient admitted in emergency by the next working day with the details of the disease , duration of stay, proposed treatment & approximate expenditure involved on treatment duly certified by the Medical Superintendent on the basis of the same the AAI will issue the authorization letter.
- 1.7.2** In all cases of non-planned or emergency admissions, the empaneled hospital shall submit a certificate of emergency admission duly justifying the clinical need of the patient. The certificate shall duly be signed and stamped by the attending consultant and attested by the hospital's authorized signatory.
- 1.7.3** In case of AAI beneficiary is admitted in emergency conditions on a preceding day of holiday in odd hours or on holiday, so that the issuance of credit letter is not possible and after giving the required treatment that attending doctor advices, patient to be discharged on the same day, then hospital authority shall not retain the patient for the want of credit letter as it costs to the company. The empaneled hospital may obtain the credit letter from the AAI on next working day on production of – (1) doctor's prescription justifying the need of admission and (2) emergency letter from the hospital duly signed & stamped by the authorized signatory.
- 1.7.4** The following ailments may be treated as emergency which is illustrative only and not exhaustive, depending on the condition of the patient:
- Acute Coronary Syndromes (Coronary Artery Bye-pass Graft/ Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Failure / Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and stroke Adam attack, Acute Aortic Dissection.
 - Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
 - Cerebro- Vascular attack- strokes, sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro- Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
 - Acute Abdomen pain.

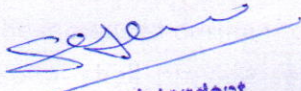

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- v. Road Traffic Accidents/ with injuries including fall.
- vi. Severe Hemorrhage due to any cause.
- vii. Acute Poisoning.
- viii. Acute Renal Failure.
- ix. Acute Abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- x. Electric shock.
- xi. Any other life threatening condition.

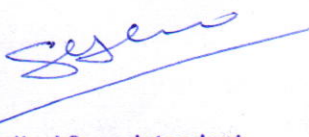
2. GENERAL CONDITIONS

- 2.1 The Treatment to be provided by the hospital as per terms of the Authorization Letter, which is issued for the treatment of specific ailment, as intimated at the time of seeking the Authorization Letter. If there are any additional complications/development with respect to the condition of the patient, the concerned officials of the AAI (Medical/ Administration Division) is to intimated immediately.
- 2.2 On production of a valid permission by the AAI beneficiary, the hospital shall provide credit facilities to the beneficiary or his family members included in the AAI medical card after verifying the photo in the AAI medical card. The AAI is not liable to pay in cases of impersonation or treatment of ineligible persons.
- 2.3 The hospital will not supply inadmissible/non-payable items (as described in clause 1.6.3) to the patient or their attendants. In case the concerned employee or their attendants insist for such supplies, the corresponding charges are to be settled directly with the employee concerned. AAI will not be responsible for the payment of such items to the hospital.
- 2.4 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for AAI beneficiary under this Agreement shall not be increased during the validity period of this Agreement.
- 2.5 The empanelled Hospital shall provide services only for which it has been empanelled by AAI. In case a new facility/procedure/service is added after the empanelment for which the rates were not available in the rate list approved by the AAI at the time of signing of agreement, the empanelled hospital shall inform formally in writing about the newly added facility/procedure/service along with their corresponding rates & the edited printed rate list to AAI & obtain the approval of the competent authority before rendering the services to AAI beneficiary so as to avoid delay in clearing of its claim bills.
- 2.6 Hospital will make necessary up-gradation /changes in the hospital systems regarding terms & condition & approved rates for indoor treatment which are applicable to AAI beneficiaries.


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- 2.7 In case, the Medical Bill Auditing Authority of AAI feels to have details of the indoor case file of the patient then the Hospital shall supply all the photo copies of the records from the same within 15 days of the demand.
- 2.8 The 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 hospital who shall alone be responsible for the defect and / or deficiencies in rendering such services.
- 2.9 The hospital agrees that during the In-patient treatment of the AAI beneficiary, the hospital will not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate/ agreed rates fixed by the AAI. In case there is a situation that the hospital is not be able to arrange a particular medicine, which the patient was required to buy directly, then the hospital should issue a certificate to this effect.
- 2.10 The hospital shall appoint a Nodal Officer to interact with AAI officers for the causes arising out of a admission & treatment provided to our beneficiaries.
- 2.11 In case of any natural disaster/ epidemic, the hospital shall fully cooperate with the AAI and will convey/ reveal all the required information regarding the AAI beneficiary.
- 2.12 The hospital will not make any commercial publicity projecting the name of AAI. However, the fact of empanelment under AAI shall be displayed at appropriate place with important information for the AAI beneficiaries.
- 2.13 In case the AAI patient is referred to some other hospital after few days of indoor admission then the Hospital should submit justification for the same. Also the empanelled hospital shall specify reasons of admitting such patients.
- 2.14 In case of introduction of any new procedure/treatment which is not covered in SOC, the hospital will take prior approval before treatment/surgery as the case may be.
- 2.15 Expensive drugs/medicines wrapper would be attached with the bill (for medicines costing greater than INR 5000/-)
- 2.16 In case the entitled room category is not available with hospital, the patient will be upgraded the next higher room category for a period till his/her entitled class room category is available. The hospital will levy extra charges for/due to this up-gradation and will issue a certificate regarding non availability of entitled room.


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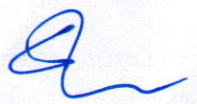
3. DUTIES AND RESPONSIBILITIES OF HOSPITALS

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

4. TERMINATION

- missing
- 4.1 If the hospital fails to provide any or all of the service for which it has been recognized within the period(s) specified in the agreement, or within any extension thereof if granted by the AAI pursuant to condition of agreement.
- b) a) If the hospital fails to perform any other obligation under the agreement.
- c) b) If the hospital in the judgement of the AAI has engaged in corrupt or fraudulent practices in competing for or in executing the agreement.
- 4.2 If the hospital found to be involved in or associated with any unethical, illegal or unlawful activities, the agreement will be summarily, suspended by AAI without any notice and thereafter may terminate the agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice.
- 4.3 In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to) refusal of service, refusal of credit facilities to eligible beneficiaries, undertaking unnecessary procedures, prescribing unnecessary drugs/tests, deficient or defective service, over billing and negligence in treatment, the AAI shall have the right to de-recognize the hospital as the case may be.
- 4.4 Either party may terminate this agreement upon (30) days prior written notice of termination to the other party. The cases of patients admitted before the termination of agreement will be dealt with as per existing agreement, no matter when she/he is released.
- 4.5 Should the hospital get wound up, partnership is dissolved or taken up by some other hospital/ Authority, the AAI shall have the right to terminate the Agreement.
- 4.6 The termination of agreement shall not relieve the hospital & AAI or their successor and legal representatives from the liability in respect of the services provided during the period when Agreement was in force.


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5. GOVERNING LAW & DISPUTE RESOLUTION

- 5.1 This agreement shall be governed by and construed in accordance with the laws of India as applicable from time to time.
- 5.2 In case of any dispute and or difference arising out of or relating to this deed including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved then the same will be resolved through arbitration or a person appointed by the parties in accordance with Arbitration and Conciliation Act. The decision of the Arbitrator shall be binding on both the parties. The venue of the arbitration proceeding shall be at Dehradun.
- 5.3 In case of any dispute the Courts of law at Dehradun, Uttarakhand shall have jurisdiction.

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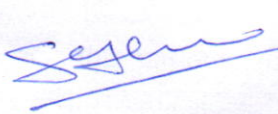
6. PROCESS

- 6.1 The AAI Employees/ Retired employees and their dependents will be admitted in Hospital on the basis of Authorization Letter issued by AAI office in each case.
- 6.2 The Hospital shall provide facilities to AAI for On-line admission and Discharge processes.
- 6.3 Normally, the authorization letter for admission of employees is issued within 24 against receipt of Admission Letter from Hospital. The admission letter from Hospital shall contain the required details such as patient's detail, name of disease(s), proposed treatment, duration of stay, estimated cost of treatment, cost of the proposed implants & process etc. duly certify by Consultant In-charge before same is forwarded to Department of Admission.
- 6.4 However, in case of emergency the patient may take treatment directly in Himalayan Hospital on the basis of the Medical Card issued by the AAI and the office is to be informed accordingly within next working day.
- 6.5 The Hospital will nominate one Coordinating/Nodal Officer to liaise with the AAI.

7. CONTENTS OF DISCHARGE SUMMARY FORMAT

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

- 7.1 Patient's Name
- 7.2 Telephone No./ Mobile No.
- 7.3 IPD No.

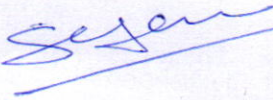

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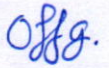

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- 7.4 Admission No.
- 7.5 Treatment consultant/ Name, contact number & department/speciality.
- 7.6 Date of admission with Time.
- 7.7 Date of Discharge with Time.
- 7.8 MLC No./ FIR No. (Wherever applicable).
- 7.9 Provisional Diagnosis at the time of Admission.
- 7.10 Final Diagnosis at the time of Discharge.
- 7.11 ICD-10 code(s) for final diagnosis (wherever applicable).
- 7.12 Presenting Complaints with Duration and reason for admission.
- 7.13 Summary of Presenting Illness.
- 7.14 Key findings, on physical examination at the time of admission.
- 7.15 History of alcoholism, tobacco or surgical History, if any.
- 7.16 Significant Past Medical and surgical History, if any.
- 7.17 Family History if significant/ relevant to diagnosis or treatment.
- 7.18 Summary of key investigations during Hospitalization (refer Clause 7.4).
- 7.19 Discussion on Clinical course of the patient during the hospital stay (refer Clause 7.5).
- 7.20 Advice on Discharge (refer Clause 7.6).
- 7.21 Name & Signature of treating Consultant/ Authorized Team Doctor.
- 7.22 Name & Signature of Patient/ Attendant.

8. KEY FEATURES IN DISCHARGE SUMMARY

- 8.1 The patient's name should be the official name as appearing in the Authorization Letter/ Medical Card and the attendants should be made aware that it cannot be changed subsequently, because in some cases the attendants give the nick names which are different from documented names. As a matter of abundant precaution, all personal information should be shown to the patient/attendant and validated with their signature.
- 8.2 Where applicable, copy of MLC/FIR needs to be attached.
- 8.3 Summary of key investigations should appear chronologically, consolidated for each type of investigations. If any investigation does not seem to be a logical requirement for the main disease/line of treatment, the admitting consultant should justify the reason for carrying out such test/investigation.
- 8.4 The course in the hospital should specify the line of treatment, medications administered operative procedure carried out and if any complications arise during course in the hospital, the same should be specified. If opinion from another doctor is obtained, reason for same should be mentioned.
- 8.5 The details of the attending consultant his OPD days/timing along with the contact numbers may also be provided for the convenience of patient to follow up the case.


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- 8.6 Discharge medication, precautions diet regime, follow up consultation etc., should be specified. If patient suffers from any allergy, the same should be mentioned.
- 8.7 The signatures/Thumb impression, in the Discharge Summary should be that of the patient because generally the patient is discharged after having improved.
- 8.8 The feedback form from the patient/relative should be attached with the bill forwarded to the rank

9. PAYMENT

- 9.1 The payment will be made to the Hospital within a period of 45 days from the date of the bill subject to the fulfillment of all above conditions.
- 9.2 The AAI will ask for justification in the bill for the levied charges which are either clinically not justifiable or are not in accordance with the provisions in the agreement.
- 9.3 The payment will be made in the name of the designated Hospital authority by cheque or by other means of electronic transactions, as mutually agreed.

IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed as of the date written above as well as below by their duly authorized representatives.

Signed and delivered by the within named

For and on behalf of: **Swami Rama Himalayan University**

Through: Name & Designation :

**Dr. S.L. Jethani, Chief Medical Superintendent
Himalayan Hospital
PO Jolly Grant, Dehradun**

Sign: _____

**Chief Medical Superintendent
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Signed and delivered by the within named

For and on behalf of **Airport Authority of India**

Through: Name & Designation

**Mr. Prabhakar Mishra, Airport Director,
Dehradun**

Sign: _____

Deepak Chamoli
24/04/2023
**Officiating Airport
Director**
Dehradun Airport
विमानपत्तन निदेशक
AIRPORT DIRECTOR
भारतीय विमानपत्तन प्राधिकरण
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Witness 1.....

Witness 2.....