



महाराष्ट्र MAHARASHTRA

2020

AW 674211

अ.नं: १६८५/१२ तारीख: १३/१०/२०२०  
नाम: डा. उल्हास पाटील हासिक काला जोस एमडी  
हस्ता: *[Signature]* *[Signature]*

MAHATMA JYOTIBA PHULE JAN AROGYA YOJANA  
AND

AYUSHIMAN BHARAT PRADHAN MANTRI JAN AROGYA YOJANA

**SERVICE LEVEL AGREEMENT**

BETWEEN

UNITED INDIA INSURANCE COMPANY LIMITED

AND

**Mediassist Insurance TPA Private Limited.**

(THIRD PARTY ADMINISTRATOR)

AND

**Dr. Ulhas Patil Medical College and Hospital Jalgaon Kh. Jaglaon**

(HOSPITAL)

Provider No.

*Hospital  
Name & Date  
TPA Name*

## SERVICE LEVEL AGREEMENT

This Service Level Agreement is made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,

### BETWEEN

(1) **United India Insurance Company Limited**, a public sector undertaking registered with the Insurance Regulatory and Development Authority having its registered office at 19, Nungambakkam High Road, IV Lane, Chennai – 600034, which expression shall unless repugnant to the context and meaning thereof be deemed to include its successors, administrators and permitted assigns (hereinafter for the sake of brevity referred to as the 'Insurer');

### AND

(2) Mediasist Insurance TPA Pvt., a company / \_\_\_\_\_ registered under the provisions of the \_\_\_\_\_ Act and licensed vide License No. \_\_\_\_\_ by the Insurance Regulatory and Development Authority under the Third Party Administrator- Health Services Regulation 2016 having its registered office at \_\_\_\_\_ which expression shall unless repugnant to the context and meaning thereof be deemed to include its successors, administrators and permitted assigns (hereinafter for the sake of brevity referred to as the 'Third Party Administrator' or 'TPA');

### AND



Hospital  
lane

(3) DR Ulhas patil Medical College, a company / hospital /  
\_\_\_\_\_ registered under the provisions of the BNHRA Act and  
registered as a nursing-home / hospital under the relevant local Act, having its registered  
office at Jalgaon \_\_\_\_\_ which expression shall unless repugnant to the  
context and meaning thereof be deemed to include its directors, successors, administrators  
and permitted assigns (hereinafter for the sake of brevity referred to as the 'Hospital');

1. The Insurer, Third Party Administrator and / or TPA and the Hospital are individually referred to as 'party' and collectively as 'parties'.
2. Words and expressions used in this Agreement, if not defined, shall be deemed to have the same meaning as assigned or as defined in the relevant local or central legislation.

**WHEREAS:**

1. The Government of Maharashtra, through the State Health Assurance Society – a body registered under the Societies Act, 1860, executes the **Mahatma Jyotiba Phule Jan Arogya Yojana ('MJJAY')** and the **Pradhan Mantri Jan Arogya Yojana ('PMJAY')** in the State of Maharashtra.
2. The State Health Assurance Society ('SHAS') is the nodal agency for implementing and supervising the execution of the INTEGRATED MJJAY and PMJAY. The two schemes are integrated and the SHAS monitors the implementation and execution of the same. For the purpose of the scheme, the SHAS has selected the Insurer herein for such purpose by following a tender process.



3. The Insurer has been given the mandate by SHAS to provide insurance coverage in accordance with the integrated MJPJAY and PMJAY to those persons belonging to any of the 36 districts of the State of Maharashtra who are either, (i) yellow ration card holders (“BPL”), or (ii) Antyodaya Anna Yojana and Annapurna ration card holders, or (iii) orange ration card holders (“APL”), or (iv) white ration card holders belonging to farmer families from 14 drought prone districts, or (v) families of construction workers registered with Maharashtra Other Building Construction Workers Welfare Board; for MJPJAY and e-card holder families under PMJAY (“Beneficiary Groups”) for specified surgical/therapeutic procedures (996 procedures and 121 follow-up procedures for MJPJAY and 213 procedures and 62 follow-up procedures for PMJAY).

4. In order to meet the above object, the Insurer is to create a network of health service Hospitals. The said network comprises of *inter alia* third party administrators registered as such and licensed by the Insurance Regulatory and Development Authority (‘IRDA’). The TPA herein is one such entity, which shall administer services necessary for the execution of the MJPJAY and PMJAY integrated scheme on behalf of the Insurer herein.

5. The Hospital herein has been appointed by the other parties hereto for the purpose of execution and implementation of the MJPJAY and PMJAY integrated scheme and the said Hospital agrees and undertakes to extend cashless medical facilities for the surgical/therapeutic procedures as per the MJPJAY and PMJAY guidelines to the Beneficiaries.



4. In order to meet the above object, the Insurer is to create a network of health service Hospitals. The said network comprises of *inter alia* third party administrators registered as such and licensed by the Insurance Regulatory and Development Authority ("IRDA"). The TPA herein is one such entity, which shall administer services necessary for the execution of the MJPJAY and PMJAY integrated scheme on behalf of the Insurer herein.

5. The Hospital herein has been appointed by the other parties hereto for the purpose of execution and implementation of the MJPJAY and PMJAY integrated scheme and the said Hospital agrees and undertakes to extend cashless medical facilities for the surgical/ therapeutic procedures as per the MJPJAY and PMJAY guidelines to the Beneficiaries.

6. In order to effectively implement the scheme, the parties herein have agreed to the terms and conditions on which the services will be rendered and the terms and conditions of their respective roles, responsibilities and obligations for implementing the MJPJAY and PMJAY integrated scheme hereafter.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS UNDER:-**

**Article 1: Standard Definitions & Interpretation**

1. **SHAS:** State Health Assurance Society
2. **IRDA:** Insurance Regulatory and Development Authority.
3. **Out Patient treatment:** Outpatient treatment is one in which the Insured/Beneficiary visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Registered Medical Practitioner; and is not admitted as a daycare or in-patient.
4. **Beneficiary / Beneficiaries:** shall mean those persons belonging to any of the 36 districts of the State of Maharashtra who are either, (i) yellow ration card holders ("BPL"), or (ii) Antyodaya



Anna Yojana and Annapurna ration card holders, or (iii) orange ration card holders ("APL"), or (iv) white ration card holders belonging to farmer families from 14 drought prone districts, or (v) families of construction workers registered with Maharashtra Other Building Construction Workers Welfare Board; for MJJAY and e-card holder families under PMJAY. It is understood and agreed by all concerned that SHAS may during the course of the scheme notify any additional class or category of persons as beneficiary under the scheme.

5. **Hospital:** Hospital means (i) a hospital registered under the local law for the time being in force; and (ii) empanelled by Insurer under integrated MJJAY and PMJAY scheme; and (iii) which is a party to this Agreement; and (iv) which is established for indoor medical care, treatment of diseases and injuries and all necessary, incidental and consequential processes or procedures including but not limited to diagnostics and surgeries; and (v) (i) in case of multispecialty in tribal areas or aspirational districts shall have 20 in-patient beds or (ii) for multispecialty in all other districts shall have 30 in-patient beds or (iii) for single speciality shall have such number of beds as specified in the criteria mentioned in Annexure I.
6. **Surgery / Surgeries:** means and includes cutting, abrading, suturing, laser or otherwise physically changing body tissues and organs by a registered medical practitioner who by the nature of his qualifications and practise is authorized to do so.
7. **Therapy/Therapies:** Standard way of medical treatment to the patient as per the medical protocols of allopathic medicine.
8. **Treatment:** Medical management by the Hospital.
9. **Arogyamitra:** A person appointed by the TPA in terms of this Agreement and / or who acts as the first point of contact for the Beneficiary at the Hospital.



10. **MCOs (PMJAY & MJPJAY Medical Coordinator):** A person having minimum qualification of MBBS / BDS/BAMS/ BHMS to be appointed by the Hospital to act as the medical coordinator so as to coordinate with and *inter se* the Insurer, TPA and the Beneficiary.

11. **MCCO(s):** A person appointed and / or designated by the Hospital as the integrated MJPJAY and PMJAY Medical Camp Coordinator for coordinating with Insurer /TPA directly and / or through the Arogyamitra for the purpose of conducting health camps or discharging other IEC obligations.

12. **IEC:** An abbreviation for 'information, education and communication, which for the purpose of this Agreement, shall mean and include *inter alia* (i) the dissemination of information by the TPA and / or the Insurer about the scheme to the public at large in the State of Maharashtra, (ii) to educate the public at large in the State of Maharashtra about the scheme and (iii) to communicate by all means possible, effective and necessary to the public at large in the State of Maharashtra about the scheme in such manner and in such way that it promotes the scheme and creates wide spread awareness about the scheme amongst the public at large in the State of Maharashtra.

13. **TAT:** Turn Around Time.

14. **Pre-Authorization:** Pre-Authorization shall mean the process by which MCO obtains an approval, in writing including by electronic modes of communication, for certain medical procedures or treatments, from TPA/Insurer on behalf of insured person/ MJPJAY – PMJAY beneficiary.

15. **Scheme:** All references to the term scheme (whether in capital or small letters) shall always be deemed to mean the MJPJAY and PMJAY schemes as an integrated scheme implemented and offered by the Government of Maharashtra through the SHAS.



## Article 2: Effective Date

1. This Agreement will be in force from the date of signing of this Agreement till the date of de-empamentment by the Committee. However it will be the responsibility of Hospital to provide follow up services to the beneficiaries, complete the process of claims, health camp claims and settle grievances etc.
2. This Agreement shall be extended / renewed by mutual consent of the parties hereto on the same terms and conditions. However it is agreed that in case the SHAS seeks to add / delete / amend or alter any term of the proforma agreement for extension or renewal, the extension or renewal agreement shall incorporate such terms.
3. The renewal intimation shall be given by the Insurer to the TPA/Hospital atleast one month in advance. In such cases, the TPA/Hospital shall extend services to beneficiary families of the present scheme i.e. the integrated PMJAY- MJPJAY scheme beyond the effective period, notwithstanding the pendency of execution of the renewal / extension agreement. All such services provided beyond the effective period, shall be considered in the renewal period.
4. The Insurer shall have the right to change the TPA during the effective period. However the Insurer shall ensure that an agreement of the present nature is executed with another TPA on the same terms and conditions.
5. If the districts are rotated among the TPAs, the Hospital will continue with new TPA without any change in the terms and conditions mentioned in this Agreement and this Agreement shall then be deemed to have been entered into by the Insurer and the Hospital with the new TPA.
6. In case SHAS and the Insurer decide to terminate the MoU, this Agreement shall continue to be in force and SHAS will continue the implementation of the scheme in assurance mode.





## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on this 27/9/2021 between **Dr Vijay Patil (Dean), JMF'S ACPM Medical college and molecular laboratory, Dhule, Maharashtra (India)** referred to as party no. 1

And

**Dr N S Arvikar (Dean) Dr Ulhas Patil medical college and Hospital, Jalgaon and Molecular diagnostic laboratory (MDLDUPMC)** referred to as party no. 2

Where As Party no.1, is an Institute that provides patients treatment and other medical services including Microbiological services to patients from in and around Dhule

The party no.2 provides diagnostics service to patients hailing from in and around Jalgaon

The memorandum of understanding is formulated between the parties of the following covenants.

### 1. PURPOSE:

- a. In order to render more compressive range of services to its patients, Party no 1 is desirous to outsource samples of Hepatitis C Virus and SARS Cov -2 (Covid – 19) to party no. 2 for investigations on RT PCR and report for the purpose of inter lab comparison. The samples will be sent periodically for this purpose with prior intimation.
- b. Party no. 2 is also desirous to outsource samples of Hepatitis C Virus and SARS Cov -2 (Covid – 19) to party no. 1 for investigations on RT PCR and report for the purpose of inter lab comparison. The samples will be sent periodically for this purpose with prior intimation.
- c. Both the parties are ready to divert sample to each other in eventuality of instrument breakdown or any damage to the particular machine or instrument of the laboratory. The respective party will pay the amount for investigation and other services rendered by the other party as per the rates mutually agreed upon.

## 2. DURATION

The parties hereby agree that effective date of mutual agreement shall be from the date of signing this memorandum of understanding in September 2021 and the same will be valid till September 2022 for a period of one year.

## 3. CONFIDENTIALITY

The party shall maintain confidentiality of all patient's health information and medical records with in accordance with prevailing law of land.

In witness where of party no. 1 and party no. 2 have been herein sign this memorandum of understanding at Dhule in presence of following witness.

### Party 1 deetails



**Dr Vijay Patil**

**DEAN,**  
**A.C.P.M. MEDICAL COLLEGE**  
**DHULE - 424001. [M.S.]**

**JMF'S ACPM Medical college, Dhule**

### Party 2 deetails

**Dr N.V. Arvikar**

**Dr. Ulhas P. Medical College**  
**& Hospital, Jalgaon Kh.**

**DUPMC and H Jalgaon**



**Molecular Diagnostic Laboratory, Department of Microbiology**  
**Dr. Ulhas Patil Medical College & Hospital, Jalgaon**

**AGREEMENT(MOU)**

This agreement is made on this 13/12/20 Molecular Diagnostic Laboratory, Department of Microbiology Dr. Ulhas Patil Medical College & Hospital, Jalgaon, Represented by its Director Dr. Kailash bhimrao wagh ( Here in after referred to as the "First Party") For SRL Mumbai represented by Dr..... its Director( Hereinafter referred to as the "Second Party")

WHEREAS the First Party is running a Laboratory by the name 'MDL-DUPMC'.

WHEREAS the Second Party has offered to provide the required services on the following terms & Conditions :-

- 1) That the second party have agreed at the request of the First party to accept, collect, store the samples sent by the first party for investigation & reporting by authorized & privileged consultant Scientist/Authorized Person and when required by the first party. The second party agrees to extend the services of processing samples, its ingestions, carrying out the test& reporting as per the requirement of NABL till the time this agreement is in force.
- 2) The First party will pay the amount for investigations & other services rendered by the second party as per the rates mutually agreed upon.
- 3) The Second party should maintain safety & quality standard as per the applicable NABL, NACO/CDC, BSL& ICMR guidelines.
- 4) This agreement shall remain in force for a period of its execution i.e. from [13/12/20]till it is mutually revoked.
- 5) Both the parties are free to enter into fresh contract on the expiry of the existing contract on mutually acceptable items & conditions.
- 6) The first party will provide the details of the patient and the test to be carried out.
- 7) Second party also agrees to inform immediately to the first party the results which are abnormal for informing to the reference director.
- 8) Second party will abide by all the applicable statutory and regulatory requirements.
- 9) Second party will also inform to first party for any difficulties related to sample including the inadequacy of the sample.
- 10) Second party will maintain the operational integrity, impartiality, judgement and
- 11) Second party also agrees to allow the first party to visit the lab within the scope of confidentiality.
- 12) Both the parties are agrees to continue the agreement till it is revoked.

IN WITNESS WHEREOF, the parties have executed this agreement on [13/12/20] at Jalgaon.

First Party:

For Molecular Diagnostic Laboratory, Department of Microbiology, Dr. Ulhas Patil Medical College & Hospital, Jalgaon

Signature

Second Party : SRL Mumbai

For .....  
Signature



**AGREEMENT(MOU)**

**MAULI PATHOLOGY SERVICES**  
 144-145, Bhaskar Market,  
 Opp. Jilha Peth Police Station  
 JALGAON. Mob. 8888 433 656



महाराष्ट्र शासन

# जिल्हा सामान्य रुग्णालय, जळगाव

Jilhapeth, Govt. Hospital Campus, Jalgaon - 425001, M.S. (INDIA)

जा.क्र.जिसारुजळगाव/२०२१-२६/२०२१


दिनांक:- ३१/१२/२०२१

प्रति,

मा. अधिष्ठाता,  
डॉ. उल्हास पाटील, वैद्यकीय महाविद्यालय व  
रुग्णालय, जळगाव.

विषय :- RNA sample sequencing करीता पाठविणेबाबत...

उपरोक्त विषयांच्या अनुषंगाने आपल्या महाविद्यालयामध्ये आय.सी.एम.आर. च्या मार्गदर्शकेखाली कोविड - १९ प्रयोगशाळा स्थापन करण्यात आलेली आहे. सदर प्रयोगशाळेतमध्ये कोविड - १९ संशयित रुग्णांचे सॅम्पल हे पॉझिटिव्ह आले असल्यास त्याचे RNA किंवा VTM हे त्वरीत sequencing करीता शासकीय वैद्यकीय महाविद्यालय, जळगाव येथील कोविड - १९ प्रयोगशाळेला पाठविण्यात यावे.

  
जिल्हा शल्यचिकित्सक,  
जिल्हा सामान्य रुग्णालय,  
जळगांव.

प्रत: मा. अधिष्ठाता, शासकीय वैद्यकीय महाविद्यालय, यांना माहिती व योग्य त्या कार्यवाहीस्तव सविनय सादर.

**Molecular Diagnostic Laboratory, Department of Microbiology  
Dr. Ulhas Patil Medical College & Hospital, Jalgaon**

**Referral Lab Agreement - MOU**

This agreement is made on this Molecular Diagnostic Laboratory, Department of Microbiology, Dr. Ulhas Patil Medical College & Hospital, Jalgaon, Represented by its Dean Dr. N. S. Arvikar ( Here in after referred to as the "First Party") For Virology Diagnostic Laboratory, Government Medical College, Jalgaon represented by Dr. Milind Fulpatil its Dean (Hereinafter referred to as the "Second Party").

WHEREAS the First Party is running a Laboratory by the name 'MDL-DUPMC'.

WHEREAS the Second Party has offered to provide the required services on the following terms & Conditions :-

- 1) That the second party have agreed at the request of the First party to accept, collect, store the samples sent by the first party for investigation & reporting by authorized & privileged consultant Scientist/Authorized Personnas and when required by the first party. The second party agrees to extend the services of processing samples, its ingestions, carrying out the test& reporting as per the requirement of NABL till the time this agreement is in force.
- 2) The First party will pay the amount for investigations & other services rendered by the second party as per the rates mutually agreed upon.
- 3) The Second party should maintain safety & quality standard as per the applicable NABL, NACO/CDC, BSL & ICMR guidelines.
- 4) This agreement shall remain in force for a period of its execution i.e. from 03/12/2021 to 2/12/23 .
- 5) Both the parties are free to enter into fresh contract on the expiry of the existing contract on mutually acceptable items & conditions.
- 6) The first party will provide the details of the patient and the test to be carried out.
- 7) Second party also agrees to inform immediately to the first party the results which are abnormal for informing to the reference director.
- 8) Second party will abide by all the applicable statutory and regulatory requirements.
- 9) Second party will also inform to first party for any difficulties related to sample including the inadequacy of the sample.
- 10) Second party will maintain the operational integrity, impartiality, judgement and
- 11) Second party also agrees to allow the first party to visit the lab within the scope of confidentiality.
- 12) Both the parties are agrees to continue the agreement till it is revoked.

IN WITNESS WHEREOF, the parties have executed this agreement on 03/12/2021 at Jalgaon.

Signature  
First Party

Dr. N. S. Arvikar  
Dean  
DUPMC, Jalgaon

Dean

Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon Kh.



Signature

अधिष्ठाता  
Second Party  
शासकीय वैद्यकीय महाविद्यालय  
Dr. Milind Fulpatil  
Dean  
जळगाव

GMC, Jalgaon

31/12/21

MEMORANDUM OF UNDERSTANDING  
NO. BSL.Med.Recog.UPMC&H. 1st extension  
DATED 24.09.2020

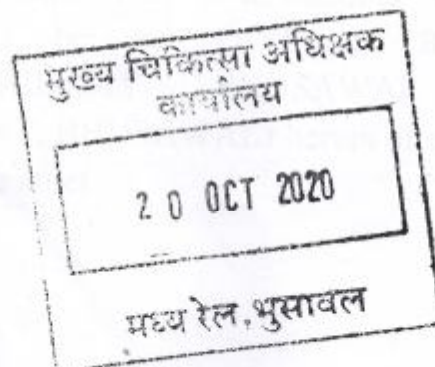
BETWEEN  
DIVISIONAL RAILWAY MANAGER,  
CENTRAL RAILWAY, BHUSAVAL.  
(CHIEF MEDICAL SUPERINTENDENT,  
BHUSAVAL)

AND  
DR. ULHAS PATIL MEDICAL COLLEGE &  
HOSPITAL, JALGAON,  
MAHARASHTRA STATE, PINCODE-425309  
FOR 1<sup>ST</sup> EXTENSION / 2<sup>ND</sup> TERM

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Valid from: 16/02/2020

Valid upto : 15/02/2022



RS. 100  
ONE  
HUNDRED RUPEES

INDIAN NON JUDICIAL

अ.नं. 266 मु.शु.रु. 9001 दि. 92/90/2020

श्री: डॉ. उल्हास पाटील मेडिकल कॉलेज अँड हॉस्पिटल, जळगाव

रा. जळगाव हस्ते विनोद चांडे.

मुद्रांक घेणाऱ्यांची  
सही:

*Yewale*  
तुळशिराम पुना येवले  
परवानाधारक मुद्रांक विक्रेता  
नशिराबाद, ता. जि. जळगाव  
ला.नं. 63/2000

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DIVISIONAL RAILWAY MANAGER,  
CENTRAL RAILWAY, BHUSAWAL.  
(CHIEF MEDICAL SUPERINTENDENT, BHUSAWAL)  
AND  
DR. ULHAS PATIL MEDICAL COLLEGE & HOSPITAL, JALGAON,  
MAHARSHTRA STATE,  
PINCODE-425309  
CONTRACT AGREEMENT NO. BSL.Med.Recog.UPMC&H.1<sup>st</sup> extension dt.2409.2020

This memorandum of understanding made on this 24 days of  
September 2020 between DIVISION RAILWAY MANAGER,  
CENTRAL RAILWAY, BHUSAWAL (CHIEF MEDICAL  
SUPERINTEDENT, BHUSAWAL) herein after referred as RAILWAYS  
represented by the chief



*Patil*  
Dr.

Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon

be repugnant to context of meaning thereof shall deem to mean and include its successors and assigns of the ONE PART.

AND

Dr. Ulhas Patil Medical College & hospital, Jalgaon which expression shall unless it be repugnant to context of meaning thereof shall deem to mean and include its successors and assigns of the OTHER PART.

Railway administration, BSL (CHIEF MEDICAL SUPERINTENDENT, BSL) hereby state that Dr. Ulhas Patil Medical College & hospital, Jalgaon has been empaneled for the period of two year i.e. from 16<sup>th</sup> day of February 2020 to 15<sup>th</sup> day of February 2022 for emergency treatment of Railway beneficiaries residing in nearby areas for victims of accident, untoward incidents due to railway services and the railway employees taken ill or injured on duty in emergency and non emergency in cardiology, CVTS, Coronary care unit, Dentistry, Dermatology, Dialysis, Emergency medicine and surgery, gastroenterology, general medicine, endocrinology, general surgery, Gynecology, Obstetrics, ICU, Anesthesiology, Nephrology, Neurology, Oncology, Medical Oncology, surgical Oncology, Ophthalmology, Orthopaedic, pathology, Plastic and Cosmetic surgery, Physiotherapy, Respiratory Medicine & Surgical ICU on bill system of payment as per prevailing CGHS Non NABH Nagpur rates. For items / procedures not available in CGHS Nagpur list will be charged as per AIIMS Delhi rate list. For items not available in both CGHS Non NABH Nagpur & AIIMS Delhi, item will be charged as per hospital tariff there on bill system of payment for the period of 02 yrs i.e. from 16<sup>th</sup> day of February 2020 to 15<sup>th</sup> day of February 2022 on hospital bills excluding consumables and medicines. Upward revision of rates during this period will not be considered. Further the payment will be on bill system of payment as per prevailing CGHS Non NABH Nagpur package rates with discount as given below:

- i) Coronary Angiography : 50 % discount on CGHS rates
- ii) All cardiac surgeries : 5 % discount on CGHS rates
- iii) For Non CGHS items : AIIMS Delhi rates or Hospital rates whichever is lower
- iv) For Medicines : 10 % discount on MRP of the medicines

1. If the patient requires any other investigations during stay in the hospital those investigations which are not included in the package rates will be charged extra over and above said package rates as per CGHS rate list.
2. Only one opinion of Super specialty doctor will be provided (free of charges) other than treating one. But if in case treatment is required it will be charged extra over and above said package rates.
3. Any implant or high value consumables which are not included in CGHS rates list will be charged on as per hospital's rate list.
4. The drugs and consumables which are used in wards will be provided by the Dr. Ulhas Patil Medical College & hospital, Jalgaon.
5. If the patient require staying beyond the stipulated package days will be charged as per extra over and above the package with proper justification for extra stay.
6. Cardiac ambulance will be provided (free of cost) to the needy patients subject to the availability.
7. All payments in respect of the final bills shall be made by railway administration directly to Dr. Ulhas Patil Medical College & hospital, Jalgaon on receipt of the final bill.
8. The payment will be on bill system of payment as per prevailing CGHS Non NABH Nagpur package rates with 10 % discount on MRP of the medicines.
9. The package (uniform semi private ward rates without discrimination of private, semi private and general ward) shall mean and include lump sum cost of inpatient treatment/day care/diagnostic



*[Handwritten Signature]*



- treatment under emergency from the time of admission to the time of discharge, including (but not limited to): Registration charges (ii) Admission charges (iii) Accommodation charges including patient's diet (iv) operation charges (v) Injection charges (vi) dressing charge (vii) doctor/consultant's visit charges (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 and essential investigation (xvii) physiotherapy charges etc. (xviii) Nursing care and chargers for its service.
10. a) Ulhas Patil Medical College & Hospital, Jalgaon shall not charge more than the CGHS Nagpur (Non NABH) package & non package rates  
b) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and included in package rates.
  11. Package rates envisage duration of indoor treatment as follows:-
    - a) Upto 12 days specialized/super specialties treatment.
    - b) Upto 7 days for other major surgeries.
    - c) Upto 3 days for laparoscopic surgeries/normal deliveries.
    - d) 1 day for day care/minor procedure.
  12. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.
  13. In case of overstay the payment will be regulated as per CGHS terms or existing hospitals rate quoted by you whichever is lower.
  14. The inclusion & exclusion in the package. The items included in the package should be as per the directives issued by the Ministry of Health & Family welfare.
  15. The Rlys. Will be charged with the lowest package rates or the rates quoted by you whichever is less should apply.
  16. A feedback shall be taken by the Hospital from the beneficiary. The feedback shall be attached with the bill. It is understood between the parties that such feedback from the beneficiary is based on subjective parameters and the comments are personal, hence it is hereby agreed by and between the parties that such feedback will not affect the rates or billing mode give herein nor any payment be withheld on the basis of any such feedback.
  17. For laboratory test shall be charged as per prevailing CGHS Non NABH Nagpur rates. For items / procedures not available in CGHS Nagpur list will be charged as per AIIMS rate list. For items not available in both CGHS Non NABH Nagpur & AIIMS, item will be charged as per hospital tariff with 10 % discount on hospital charges there on bill system of payment
  18. In case where there is no package rate of any particular treatment procedure in CGHS then the amount to be decided by calculating admissible amount item-wise (for e.g. room rent, investigations cost of medicines, procedure charges etc.) as per approved rates/actual in case of investigation.
  19. Room rent mentioned above is applicable only for treatment procedures for which there is no CGHS prescribed package rates. Room rent will include charges for occupation of bed, diet for the patient, charges for water and electricity, linen charges, nursing charges, and routine up-keeping.
  20. During the treatment in ICCU/ICU no separate room rent will applicable.
  21. During the inpatient treatment, the hospital will not ask the beneficiaries to purchase separately the medicines, sundries, equipment or accessories from outside and will provide the treatment within the package rates fixed by the CGHS which includes the cost of all the items.
  22. If one or more minor procedures form part of a major treatment procedure, then package charges shall be permissible for major procedure only and 50% of the charges for minor



23. Penalty and termination:

If any deficiency/dissatisfaction in rendering health services to the beneficiaries is noted by the Railway administration, it will be intimated to the hospital authority by CMS BSL in writing. Subsequent deficiency is to be penalized in the form of nonpayment of the particular case in which deficiency is noted. Repeated deficiencies can lead to termination of contract with one month prior notice.

24. Arbitration.

In the event of any question, dispute or difference arising under these conditions or in connection with the contract, (except as to any matters, the decision on which is specially provided for by this conditions), the same shall be referred to the sole arbitration of the Gazetted Railway officer appointed to be the arbitrator, by the General Manager of Central Railway. The Gazetted Railway Officer to be appointed as arbitrator, however, will not be one of those who had an opportunity to deal with the matters for which the contract relates or who in the course of his duties as railway servant has expressed views on all or any of the matters under dispute or differences. The award of the arbitration shall be final and binding on both the parties to this contract. In the event of arbitration dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator.

The cost of arbitration shall be borne by the respective parties.

The cost of arbitrator shall interalia include fee of the arbitrator, as per the rates fixed by the railway administration from time to time.

Where the award is for payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

Subject as aforesaid, the arbitration and conciliation act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under the clause.

The venue of the arbitration shall be the place from which the acceptance letter is issued/the contract agreement is signed or such other place as the arbitrator at his discretion may determine.

In this section the authority to appoint the arbitration includes, if there be no such authority, the officer who is for the time being discharging the function of that authority, whether in addition to other function or otherwise.

25. Undertaking clause that Dr. Ulhas Patil Medical College & Hospital, Jalgaon, shall indemnify the railway administration against any civil/criminal proceedings lodged by the Central Railway beneficiaries' patients against the railway administration on account of loss life/deficiency in medical treatment etc. caused due to negligence on the part of Dr. Ulhas Patil Medical College & Hospital, Jalgaon, and Dr. Ulhas Patil Medical College & Hospital, Jalgaon shall make good such loss/damage.

Chairman & Managing Director  
Dr. Ulhas Patil Medical College & hospital, Jalgaon

Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon Kh.



Chief Medical Superintendent  
Divisional Railway Hospital  
Bhusawal.

AGREEMENT  
BETWEEN  
CMS/ DIVISIONAL RAILWAY HOSPITAL  
AND

DR. ULHAS PATIL MEDICAL COLLEGE & HOSPITAL, JALGAON

This Agreement is made on the 24 day of September 2020 between the President of India acting through CMS/ Divisional Railway Hospital, Bhusawal of Government of India having its office at Central Railway, Divisional Railway Hospital, Bhusawal (Hereinafter called Railway, 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

Dr. Ulhas Patil Medical College & Hospital, Jalgaon of the Second Part.

WHEREAS, the Indian Railway Medical Service (IRMS) is providing comprehensive medical care facilities to the Employees / Pensioners, their eligible family members and such other categories of beneficiaries as are decided from time to time.

AND WHEREAS, IRMS process to provide treatment facilities and diagnostic facilities to the Railway Medical Beneficiaries in the Private empanelled Hospitals, in the Bhusawal division

**AND WHEREAS, DR. ULHAS PATIL MEDICAL COLLEGE & HOSPITAL, JALGAON**

Dr. Ulhas Patil Medical College & Hospital, Jalgaon has agreed to give the treatment / diagnostic facilities to the Railway Medical Beneficiaries in the Health Care Organization at the rates offered by prevailing CGHS for Non-NABH, Nagpur rates with the terms and conditions for a period of two years from 16<sup>th</sup> day of February 2020 to 15<sup>th</sup> day of February 2022 for catering the medical services in cardiology, CVTS, Coronary care unit, Dentistry, Dermatology, Dialysis, Emergency medicine and surgery, gastroenterology, general medicine, endocrinology, general surgery, Gynecology, Obstetrics, ICU, Anesthesiology, Nephrology, Neurology, Oncology, Medical Oncology, surgical Oncology, Ophthalmology, Orthopaedics, pathology, Plastic and Cosmetic surgery, Physiotherapy, Respiratory Medicine & Surgical ICU.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

**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 modifications thereof 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 "Bill Processing Agency" (BPA) means the agency appointed by IRMS for processing of Data/ Bills of all Railway Beneficiaries referred by it and CTSE beneficiaries (CTSE stands for Cashless Treatment scheme in emergency, which has been launched by



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without being referred by it and for making payment.

- 1.1.4 "Card shall mean the new 'CTSE Plastic Photo Identity Card' bearing details including Aadhar no. of the beneficiary . issued by any competent authority of Railway personal department. MIC shall mean 'Medical identity card Issued by any competent authority of Railway Personnel department, bearing the name of the Railway Employee or ex-Railway Employee and their family members. .
- 1.1.5 "Card Holder shall mean a person having the CTSE Card (a specimen of which has been shown to the hospital and a prototype has also been provided). In addition there will be two more types of cards that the hospital may be presented with by railway beneficiaries MIC of serving Employees and MIC of RELHS beneficiaries.
- 1.1.6 "CTSE Beneficiary" shall mean a person who is eligible for coverage of CTSE and hold a valid CTSE Identity Card for the benefit. Railway Beneficiary shall mean any person who is eligible to comprehensive medical care by IRMS and has been issued, or whose name is included in, a Medical card issued by competent authority and has not become ineligible on any account.
- 1.1.7 "Coverage" shall mean the types of persons to be eligible .as the beneficiaries of the Scheme to health services provided under the Scheme, subject to the terms, conditions and limitations.
- 1.1.8 "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 patient or will jeopardize the life of the patient.
- 1.1.9 "Empanelment" shall mean the hospitals, authorized by the Railway for treatment/ investigation purposes for a particular period.
- 1.1.10 "Hospital" shall mean the Dr. Ulhas Patil Medical College & Hospital, Jalgaon while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.11 "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the CTSE beneficiaries after following certain procedure of inquiry
- 1.1.12 "Part" shall mean either the Railway or the Hospital and "Parties" shall mean both the Railway and the Hospital.
- 1.1.13 "CGHS "Package Rate" shall mean all inclusive - including lump sum cost of inpatient treatment / day care / diagnostic procedure 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 and Blood processing charges (xi) Pre Anesthetic checkup and 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 and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care charges etc.
- Package rates also include two postoperative consultations.
- 1.1.14 Cost of Implants / stents / grafts are reimbursable in addition to package rates as per CGHS ceiling rates or as per actual. whichever is lower.
- 1.1.15 In case a beneficiary demands a specific Brand of Stent / Implant and give his consent in writing the difference in cost over and above the ceiling rate may be



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- Railway. This component will be shown distinctly in the bill for sake of transparency.
- 1.1.16 During In-patient treatment of the Railway beneficiary, the hospital will not ask the beneficiary or his / her attendant to purchase separately the medicines /sundries / equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement/ Payment by BPA/ Railway.
- Toiletries
  - Sanitary napkins
  - Talcum powder
  - Mouth fresheners
  - Diet charges for patient attendants
  - Telephone bills
  - Any other item as decided by Railway
- 1.1.17 In cases of conservative treatment / where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AIIMS rates, if there is no CGHS rate for a particular item.
- 1.1.18 Package rates envisage up to a maximum duration of indoor treatment as follows:
- Upto 12 days for Specialized (Super Specialties) treatment
  - Upto 7 days for other Major Surgeries
  - Upto 3 days for Laparoscopic surgeries and
  - 1day for day care / Minor (OPD) surgeries.
- However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rate. The additional bill amount may be allowed to the hospital, which shall be limited to accommodation charges as per entitlement investigation's charges at approved rates, doctors visit charges (not more than 2 visits per day by specialists / consultants) and cost of medicines for additional stay). The circumstances for such extended stay should be supported by relevant medical records and certified as such by hospital
- 1.1.19 No additional charge on account of extended period of stay shall be allowed if that extension is assessed to have been necessitated due to Hospital Acquired Infection (HAI), infection as a consequence of surgical procedure/ faulty investigation procedure etc The decision of Railway/BPA will be final in this regard
- 1.1.20 The empanelled health Care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid CTSE Card under non- emergency situation from the CTSE beneficiary. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant / stent of a specific brand chosen by CTSE beneficiary) shall be considered as unethical practice by the hospital and may lead to cancellation of contract. The same conditions apply for serving or other retired railway personnel and their family members whose name is included in Railway Medical Identity Card
- 1.1.21 "BPA" shall mean a Third Party Administrator authorized by Railway to process the medical bills raised by hospital or to carry out medical audit



hospital for CTSE scheme for all the specialties for which it has been granted recognition by CGHS. It shall also refer any of its beneficiaries for a treatment/procedure which is not available in-house at the local health institution of railway.

1.1.23 For any interaction with Railway the hospital shall be interacting with the signing authority or one of his authorized officers, of this agreement. However a superior office of the signing authority may call for any report by the hospital.

Annexes- The applicable city specific CGHS rates are attached as annexure. The various process flows are also attached as annexes. They shall be deemed to be an integral part of this Agreement. The terms and conditions stipulated in the tender document shall be read as part of this agreement.

## 2. DURATION OF AGREEMENT

The Agreement shall remain in force for a period of 2 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for another year subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent of both parties.

**Note:** In case the hospital is derecognized by CGHS/ESIC/ECHS or the recognition is not extended for any reason then, unless and until specifically allowed by Railway, the Railway empanelment under this agreement shall also be withdrawn. Patients already admitted to the hospital during currency of MOU, will however, be continued to be provided treatment, which shall be paid by Railway as per this MOU

## 3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

### A. GENERAL CONDITIONS

The hospitals shall be empanelled for all facilities/services available in the health care organization as approved by CGHS and shall not be empanelled for selected specialties / facilities.

The Hospitals shall investigate / treat the CTSE beneficiaries only for the emergency condition for which the patient has reported to them. Likewise the Railway beneficiaries referred by the railway hospital shall be treated / investigated only for the condition referred. No undue/unnecessary investigation shall be done by the hospital.

It is agreed that Railway beneficiaries shall be attended to on priority.

For the smooth functioning of the scheme the Second part has agreed to have good speed internet connectivity, install appropriate card reader, finger print scanner etc. as specified by Railway/BPA. The Second Part shall also send its concerned employees for training/orientation organized by Railway/BPA to familiarize them with the provisions of the scheme.

IRMS has the right to monitor the treatment provided in the Private Hospitals. BCA shall provide training for the whole procedure of registering patient, preparing clinical reports of patient and obtaining authorization of the treatment to the nominated hospital personnel. The process flows attached with this agreement is deemed to be an integral part of this Agreement.



Dr. Dilhas Pal

The hospital has been empanelled for emergency treatment of the CTSE beneficiaries. For any material / additional procedure / investigation other than the emergency conditions for which the authorization was initially given, would require the permission of the competent authority.

Likewise if IRMS refers a patient whether CTSE beneficiary or any other of its beneficiary the treatment given should be confined to the condition for which the patient has been referred by the Railway Health Institution.

C. PROCEDURE WHERE A CTSE PATIENT REPORTING IN EMERGENCY NEEDS TREATMENT IN A SPECIALITY(S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The Hospital shall not undertake treatment of cases, reporting to them, in specialties which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to Railway authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.

D. CHANGES IN INFRASTRUCTURE / STAFF TO BE NOTIFIED TO RAILWAY

The Hospital shall immediately communicate to Railway about any change of the infrastructure/Shifting of premises of the hospital. The empanelment will temporarily, withheld in case of shifting of the hospital facility to any other location without permission of railway.

E. ANNUAL REPORT

The Hospital will submit an annual report regarding number of admitted CTSE beneficiaries, bills submitted to the Railway and payment received. Similar report for the referred patient treated by the hospital may also be submitted. Annual audit report of the hospitals will also be submitted along with the statement. The Hospital shall submit all the medical records in digital format.

I. MEETINGS

Authorized signatory /representative of the empanelled healthcare organizations shall attend the periodic meetings held by Railway required in connection with Improvement of working conditions and for redressal of grievances.

J. INSPECTIONS

During the visit by Railway officials, including BPA, the empanelled healthcare organization authorities will cooperate in carrying out the inspection.

L. NO COMMERCIAL PUBLICITY

The Hospital will not make any commercial publicity projecting the name of Railway or Government of India. However, the fact of empanelment under IRMS shall be displayed at the premises of the empanelled health Care Organization indicating that the charges will be as per CGHS approved rates.

4. TREATMENT IN EMERGENCY

The following ailments may be treated as emergency which is illustrative only and not exhaustive, depending on the condition of the patient:

- Coronary Syndromes (Coronary Artery Bypass Acute Graft / Percutaneous Trans



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Ventricular Antlythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure Severe Congestive Cardiac Failure. Accelerated Hypertension, Complete Heart Block and Stoke Adam attack. Acute Aortic Dissection, Ischemia, Rupture of Aneurysm, Medical and Surgical shock and limb peripheral circulatory failure.

- vascular attack strokes Sudden unconsciousness. Head injury, cerebro Respiratory failure.decompensated lung disease, Cerebro-Meningeal Infections ,Convulsions, AcuteParalysis, Acute Visual loss.
- Acute Abdomen pain.
- Road Traffic Accidents/within injuries including fall.
- Severe Hemorrhage due to any cause.
- Acute poisoning.
- Acute Renal Failure.
- Acute abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- Electric shock, Any other life threatening condition.

In emergency the hospital will not refuse admission or demand and advance payment from the beneficiary or his family member and will provide credit facilities to the patient whether the patient is a serving employee of Railway or a pensioner availing CTSE facilities, on production of a valid Railway Medical Identity card. The refusal to provide the treatment to bonafide Railway Beneficiaries in emergency cases on credit basis, without valid ground. Would attract disqualification for continuation of empanelment.

In case of CTSE Beneficiary the nature and appropriateness of the emergency is subject to online verification, which may be verified. Inspected or medically a audited by the nominated authority on random basis at its own discretion.

The Hospital will intimate all instances of patients (CTSE beneficiaries) admitted as emergencies without prior permission to the Railway authorities / BPA appointed by Railway within the prescribed time.

#### 5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

CTSE beneficiaries are entitled to facilities of private, semi-private or general ward depending on their pay drawn in pay band/pension. these entitlements are amended from time to time and latest order in this regard needs to be followed the entitlement at present is as follows:

Sr. No.	Corresponding Basic pay drawn by the officer in 7th CPC per month	Ward Entitlement
1	Upto Rs. 47,600/-	General Ward
2	Rs. 47,601 to 63,700/-	Semi Private Ward
3	Upto Rs. 63,701 and above	Private Ward

The CTSE Identity Card will have the entitlement of the patient endorsed. The website shall also be indicating the entitlement at the time of reporting the admission to the railway and BPA. For the patients referred by railway, the entitlement of ward should be endorsed on the referral letter itself.



furnishing like wardrobe, dressing table, bed-side table, sofa set, carpet, etc as well as bed for attendant. The room has to be air-conditioned.

- b. Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishing.
- c. General ward is defined as a hall that accommodates four to ten patients.
- treatment in higher Category of accommodation than the entitled category, is not Permissible for payment by Railway or reimbursable. If the patient or his/ her attendant opts for a higher class than admissible under extent rules mentioned above (Para 5), as modified from time to time, the difference in cost of treatment including room charges, procedure and treatment cost, investigations etc would have to be borne by patient's representative. A written declaration to the effect should be taken before such change is carried out and it can be collected from the patient or his / her representative directly by the hospital. This should be indicated distinctly in the bill raised in the interest of transparency.

## 6. APPROVED RATES TO BE CHARGED

- 6.1 The empanelled health care organization shall charge from the Railway beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS and attached as Annexure (rate List), which shall be an integral part of this Agreement. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at <http://msotransparent.nic.in/cgshsnew/index.asp>.
- 6.2 The package rate will be calculated as specified in the tender document. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection as a consequence of surgical procedure or due to any improper procedure and is not justified. The decision of Railway will be final in this regard.
- 6.3 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for Railway beneficiary under this Agreement shall be as per the latest CGHS Nagpur Non-NABH rates during the validity period of this Agreement. The empanelled health care organization agrees that during the inpatient treatment of the Railway beneficiary, the 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 rate, fixed by the CGHS which includes the cost of all the items.
- Appropriate action: including removal from RAILWAY empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams / appointed BPA. The hospital shall agree to charge CGHS rates to Railway Employees / Pensioners on production of valid I-Card / Documentary proof, even though treatment is not sought as Railway beneficiary.

## 7.0 MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES:

There shall be three classes of patients

- I. CTSE Beneficiaries reporting to Hospital directly
- II. Railway Beneficiaries referred by Railway Hospitals to the empanelled hospital.
- III. Railway Beneficiaries (other than CTSE members) reporting to Hospital directly

In respect of the CTSE beneficiaries for emergency authorized or otherwise treatment / procedures the services shall be undertaken / provided on credit. No payment shall be sought from them (except for the initial deposit as advised by the



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CMS/BSL office. The detailed process flows for both situations are contained in annexes.

For the railway beneficiaries referred by Railway Hospitals to the empanelled hospital the bill shall be processed through the BPA only, only the online identification and online authorization shall not be required.

Railway Beneficiaries (other than CTSE members) reporting to Hospital directly, without any referral letter from Railway, shall be clearing their bills with the hospital themselves; Railway shall not be liable in any way for these bills. However the hospital agrees and undertakes to make the bill as per CGHS rate or hospital rate, whichever is lower.

#### **8. BILL PROCESSING AGENCY (BPA)**

Bill Processing Agency (BPA) would charge a processing fee @ 2% of claimed amount and service tax thereon with a minimum of Rs.12.50/- and maximum of Rs. 750/-per bill. This amount shall be deducted from the payable amount to the hospital by Railway while making payment to the hospital and the same shall be paid to the BPA by Railway. Railway reserves the right to revise these charges from time to time in case of revision by CGHS or even otherwise.

#### **9. NOTIFICATION OF NODAL OFFICERS**

Dr. Uhas Patil Medical College & Hospital, Jalgaon shall notify two Nodal officers for Railway beneficiaries, one of them being of the rank of Deputy MS/Addl. MS, who can be contacted by Railway beneficiaries in case of any eventuality. Their names and contact details will be notified on web-site.

Likewise Railway shall notify at least two medical officers to authorize the emergency treatment, for the patients admitted in the hospital, and other administrative works for which the hospital can contact these persons. Their names and contact will be displayed on website.

#### **10. INFORMATION TO BE PROVIDED TO THE BPA BY HOSPITALS OF EMERGENCY ADMISSIONS**

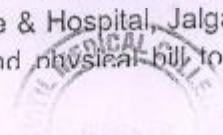
The Hospital will intimate to the BPA and railway within 02 hours during day time and 4 (four) hours during night time of such admission through the website maintained for the purpose. The identity and eligibility of the patient CTSE beneficiary shall be confirmed on the website immediately. The authorization for emergency treatment shall be given or denied by the concerned railway Medical officer within 24 hours of the clinical report being submitted by the hospital.

Treatment in no case would be delayed or denied for the reason that authorization by Railway is not forthcoming. The workflow in respect of such patient is attached with this agreement in annexes. Post discharge, the hospital would upload bills and other documents as per requirement of Railway and BPA within seven days.

#### **11. SUBMISSION OF BILLS TO BILL PROCESSING AGENCY (BPA)**

In case of CTSE beneficiaries, where credit bills are to be sent to Railway, the Private Hospital shall submit the electronic bill to the Bill Processing Agency and physical bill to the concerned CMS/BSL office for processing of bills.

In case of Referred patients where credit bills are to be sent to Railway, the Private Dr. Uhas Patil Medical College & Hospital, Jalgaon shall submit the electronic bill to the Bill Processing Agency and physical bill to the concerned CMS/BSL office for



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## 12. PROCESSING OF CLAIMS/BILLS BY THE BPA

The Hospital shall be expected to upload the bill, on the website, for a particular episode within 7 days of the discharge of the patient.

Bill Processing Agency (BCA) shall put up a scrutinized statement of the bill within 15 days of submission of the bill by the hospital, as per the extant rules, raising objections if any, on the website. If the hospital has anything to state on the scrutinized statement then it will do so within 2 days, otherwise it will be presumed that hospital agrees with the scrutinized statement.

Once the BPA and hospital has come to an agreement on the amount of bill to be paid, BPA shall submit it to CMS/BSL office. The Hospital shall submit the physical copy of the corrected bill to CMS/BSL office which shall raise query/ objections, if any, within 4 working days.

After approval CMS/BSL office shall submit the bill to associate Accounts Department (within 15 working days of clearing of last query). Account Department will pass the bills and make the payment to the hospital and BPA within 15 working days. BPA fee is 2% of the amount of the bill raised by the hospital (minimum Rs. 12.50 and maximum Rs. 750).

As per Railway Board's guideline, the competent Authority i.e. Railway Board has decided a time limit of six months for preferring of claims by Railway empaneled hospitals for medical expenses for treating railway beneficiaries from the date of completion of treatment / date of discharge.

Hence no claims of empaneled hospital after a period of six months from the date of discharge / completion of treatment of railway beneficiary shall be accepted by the railway Authority.

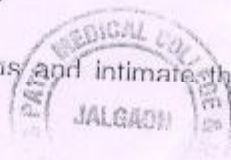
**Note:** - The process flows charts in emergency situation, non-emergency situation, referred patients etc. attached as annexes to this agreement. The patient may be from some railway unit other than the agreement signing unit but the bill shall be cleared by the assigned Railway Health Institution and associate accounts department. If required the local accounts shall raise a debt note to the concerned railway accounts unit later.

Railway reserves the right to make recoveries, if any, from future bills of hospitals as the case may be

The BPA during the course of the auditing will restrict the claims as per CGHS rules and regulations. BCA will also examine in terms of:

- (a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
- (b) Whether the planned treatment is shown as emergency treatment
- (c) Whether the diagnostic, medical or surgical, procedures that were not required were conducted by hospital including unnecessary investigations.
- (d) Maintaining database of such information of CTSE and railway beneficiaries for future use
- (e) Whether the treatment procedures have been provided as per the approved rates and the packages.
- (f) Whether procedures performed were only those for which permission had been granted or the patient was referred.

The RPA shall record their findings and intimate the same to the Private Hospital



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### 13. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital by railway or its nominated agency

### 14. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS.

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".

### 15. NON ASSIGNMENT

The empanelled Hospital shall not assign, in whole or in part, its obligations to perform under the agreement, except with the Railway's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the Railway. Any such assignment shall not relieve the Hospital from any liability or obligation under this agreement

### 16. HOSPITAL'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

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

### 17. PERFORMANCE BANK GUARANTEE (PBG)

Dr. Ulhas Patil Medical College & Hospital, Jalgaon are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee worth Rs 2 Lakh valid for a period of 30 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default (PBG charitable Organizations would be 50% of above amount). In case of single specialty hospitals it PBG shall be worth Rs. 50,000 thousand only.

M/s Dr. Ulhas Patil Medical College & Hospital, Jalgaon has submitted the bank guarantee no. 0633620BG0000019 dated 19.08.2020 for amount of Rs. 2,00,000/- (Two Lacks) only valid up to 18.09.2022 & issued by state Bank Of India, MIDC Jalgaon in response to this office contact agreement no NO.BSL.Med.Recog.UPMC&H.1<sup>st</sup>extension

### 18 FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED ORGANIZATIONS

In case of any violation of the provisions of the MOA by the Dr. Ulhas Patil Medical College & Hospital, Jalgaon empaneled under Railway such as:

1. Refusal of service,
2. Undertaking unnecessary procedures,
3. Prescribing unnecessary drugs/tests
4. Over billing.



Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon (G)

this agreement'

#### 24. OTHER SERVICES TO BE PROVIDED

The empanelled Private Health Care Organization will, on the request of railway, agree to provide training to RAILWAY medical, Para-medical and nursing staff.

#### 25. EXIT FROM THE PANEL

The Rates fixed by the CGHS for the city of Nagpur shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the Dr. Ulhas Patil Medical College & Hospital, Jalgaon, or for any other reason, the health care Organization no longer wishes to continue on the list under Railway, it can apply for exclusion from the panel by giving one-month notice. Patients already admitted shall continue to be treated as per agreed rates between the two parties.

#### 26 NOTICES

26.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

Railway: CMS/BSL, Divisional Railway Hospital, Bhusawal, Dist Jalgaon

Hospital with address: NH No.6, Bhusawal Rd, Jalgaon, Maharashtra 425309

26.2 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 caused this Agreement to be signed and executed on the day, month and the year first above mentioned.



In the Presence of (Witnesses)



In the presence of (Witnesses)



Signed by

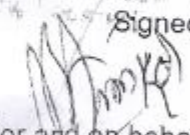


CMS/BSL

Divisional Railway Hospital, Bhusawal  
For and on behalf of The President of India



Signed by



For and on behalf of  
Dr. Ulhas Patil Medical College & Hospital, Jalgaon

Dean

Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon Kh.

### 13. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital by railway or its nominated agency

### 14. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS.

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".

### 15. NON ASSIGNMENT

The empanelled Hospital shall not assign, in whole or in part, its obligations to perform under the agreement, except with the Railway's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the Railway. Any such assignment shall not relieve the Hospital from any liability or obligation under this agreement

### 16. HOSPITAL'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

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

### 17. PERFORMANCE BANK GUARANTEE (PBG)

Dr. Ulhas Patil Medical College & Hospital, Jalgaon are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee worth Rs 2 Lakh valid for a period of 30 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default (PBG charitable Organizations would be 50% of above amount). In case of single specialty hospitals it PBG shall be worth Rs. 50,000 thousand only.

M/s Dr. Ulhas Patil Medical College & Hospital, Jalgaon has submitted the bank guarantee no. 0633620BG0000019 dated 19.08.2020 for amount of Rs. 2,00,000/- (Two Lacks) only valid up to 18.09.2022 & issued by state Bank Of India, MIDC Jalgaon in response to this office contact agreement no NO.BSL.Med.Recog.UPMC&H.1<sup>st</sup>extension

### 18 FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED ORGANIZATIONS

In case of any violation of the provisions of the MOA by the Dr. Ulhas Patil Medical College & Hospital, Jalgaon empaneled under Railway such as:

1. Refusal of service,
2. Undertaking unnecessary procedures,
3. Prescribing unnecessary drugs/tests
4. Over billing.



*(Handwritten signature)*

- empanelled.
6. Non submission of the report, habitual late submission or submission of incorrect data in the report
  7. Refusal of credit to eligible beneficiaries and direct charging from them.
  8. If not recommended by NABH/NABUQCI at any stage
  9. Discrimination against Railway beneficiaries vis-a-vis general patients
  10. De-empanelment by CGHS/ECHS/ESI.

The amount of Performance Bank Guarantee will be forfeited and the Railway shall have the right to de-recognize the health Care Organization as the case may be Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams at random. The decision of the Railway will be final.

#### 19. LIQUIDATED DAMAGES

- The hospital shall provide the services as per the requirements specified by the Railway in terms of the provisions of this Agreement In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the CTSE Beneficiaries (and referred patients) or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the Railway, however, the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee
- In case of repeated defaults by the Hospital the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Health Care Organization from the empanelment of Railway as well as termination of this Agreement.
- For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the Railway shall have the right to issue a written warning to the health Care Organization not to do so in future. The recurrence, if any, will lead to De-recognition from Railway.

#### 20. TERMINATION FOR DEFAULT

The Railway may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminate the Agreement in whole or part

- 20.1 If the empanelled Hospital fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement or within any extension thereof if granted by the Railway pursuant to Condition of Agreement or if the Health Care Organization fails to perform any other obligation(s) under the Agreement.
- 20.2 If the Hospital in the judgment of the Railway has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 20.3 In case of any wrong doings as specified in Memorandum of Agreement by one hospital Railway reserves the right to remove all empanelled hospitals of that particular group from its empanelled list of hospitals.

#### 21. INDEMNITY

The empanelled Hospital shall at all times, indemnify and keep indemnified Railway 1 the Government and BPA against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Health

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4. Over billing.



Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon

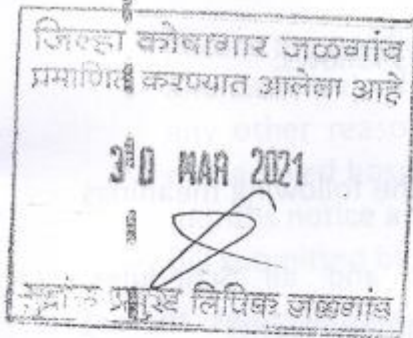




महाराष्ट्र MAHARASHTRA

2020

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अ.नं. ४००६ दिनांक- ३१/३/२०२१  
मुद्रांक शुल्क रुपये ..... अक्षरी रुपये.....  
श्री/श्रीमती डॉ. उल्हास दास शिंदे  
राहणार .....  
राहणार .....  
रु. १०० मात्र होणेसाठी हा मुद्रांक दिला आहे

पुस्तक लेखागारी  
राठी

सुभाष दशरथ बारी  
ला.न.२/२००१,३७४ जयकिसान याडी  
जळगाव मो.९४२१५१४४५६

AGREEMENT  
BETWEEN

Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer  
(MH-ESI Society).

AND

Dr. Ulhas Patil Medical College & Hospital Jalgaon Kh.

This Agreement is made on the 1st day of April 2020-21 between the Medical Superintendent /Administrative Medical Office/Incharge Medical Office, MH-ESI Society, Mumbai, Maharashtra having its Office at Jalgaon [respective MS/AMO/IMO hospital, office, service dispensary address] (hereinafter called MH-ESI Society, which expression shall, unless repugnant to the context or meaning there

of, be deemed to mean and include its successors the office and assigns of the **First Party.**

**AND**

Dr. Ulhas Patil Medical College & Hospital Jalgaon Kh., Jalgaon Bhusawal Road, Jalgaon Kh. Tal – Dist – Jalgaon-425309 of the **Second Party.**

WHEREAS, the MH\_ESI Society proposes to provide Secondary Medical Care Treatment (including diagnostic) to the ESI beneficiaries, IPs, and their dependents.

AND WHEREAS, Dr. Ulhas Patil Medical College & Hospital, Jalgaon Kh., offered to give Secondary Medical care treatment to the ESI Beneficiaries of newly implemented area who may produce a permission/ referral letter from Medical Superintendent/Administrative Medical Office/Incharge Medical Officer/Insurance Medical Practitioner (IMO) (primary medical care provides) appointed by MH-ESI Society Mumbai whose Code number will start with ..... Or.....respectively and who may produce a valid photo identity card issued by MH-ESI Society authority or Linked Aadhar Card and after verification of entitlement from the live list of insured persons provided by ESIC.

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

## **1 DEFINITIONS & INTERPRETATION**

**1.1** The following terms and expressions shall have the following meanings for purpose of this Agreement.

**1.1.1** **“Agreement”** shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this shall mean the ESI Card, issued by any competent authority of ESIC.

**1.1.2** **“Benefit”** shall mean be the extent or degree of services the beneficiaries are entitled to receive as per the rules on the subject.

**1.1.3** **“Card”** shall mean the ESIC Card, issued by any competent authority of ESIC.

**1.1.4** **“Card Holder”** shall mean a person having an ESI Card.

**1.1.5** **“ESI Beneficiary”** shall mean a person who is eligible for coverage of ESI and holds as valid ESI card for the benefit. Beneficiary shall include the ESI Card holder and the family members listed in ESI Card.

**1.1.6** **“Coverage”** shall mean the persons eligible as beneficiaries of the employees State Insurance Scheme, Maharashtra.

**1.1.7** **“Empanelment”** shall mean the Hospital / Diagnostic Centre / Nursing Home authorized by the ESI for treatment purposes for a particular period.

TDS and other Statutory Deductions will be as per Income Tax Rules or other applicable statutory provisions as prevalent from time to time.

5 **DURATION**

The Agreement shall remain in force for a period of **2 year** or till it modified or revoked. Whichever is earlier. The Agreement may be extended for subsequent period as required by Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent.

6 **MEDICAL AUDIT OF BILLS**

Medical Audit and inspections will be conducted as and when required by the MH-ESI Society Officers.

7 **REVISION OF RATES**

In case the notified rates are revised by the MH-ESI Society after empanelment and such revised rates are not acceptable to the empanelment hospital, or for any other reason, the hospital no longer wishes to continue on the list of empanelled hospitals, it can apply for exclusion from the panel by giving three months notice and by depositing an exit fee equivalent to the average monthly bill submitted by it to the MH-ESI Society in the preceding one year.

8 **ONLINE SUBMISSION OF BILLS**

The Empanelled Hospital/Nursing Home/Diagnostic Center should be capable of submitting the bills online as and when needed as directly by CEO, MH-ESI Society/Medical Superintendent Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society.

**GENERAL CONDITIONS (Wherever applicable)**

9 **RISK AND COST**

Patients can not be denied treatment on the pretext of non availability of beds/specialist etc. In case of failure by the empanelled hospital to perform its duties under this contract due to whatever reason. Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer, MH-ESI Society has right to get the performance of the duties done from any other hospital at the sole risk and cost of the empanelled hospital.

10 **HOSPITALIZATION**

- 10.1 All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and same are included in package rate of the said procedure. For any material/additional procedure/investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority.
- 10.2 The package rate will be calculated as per the duration specified in the tender document under the 'treatment requirement'. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.
- 10.3 The rate being charged will not be more than what is being charged for same procedure from other (non ESI and non Central Govt.) patients or institutions. An authenticated list of rates being charged from other non-ESI non-Central Govt. institutions if available will also be supplied within 10 days of this Agreement.
- 10.4 The procedure and package rates for any procedure and other medical treatment for ESI beneficiary under this Agreement shall not be increased during the validity period of this Agreement.
- 10.5 The empanelled Hospital shall provide services only for which it has been empanelled at rates that will be fixed from time to time and shall be binding.
- 10.6 The **Hospital/Diagnostic Centre/Nursing Home** shall provide reports on a monthly basis by the 10<sup>th</sup> day of the succeeding calendar month in the prescribed format to the respective Medical Superintendent/Administrative Medical Officer/In charge Medical Officer's Office in respect of the beneficiaries treated.
- 10.7 The **Hospital/Diagnostic Centre/Nursing Home** shall submit all the medical records in digital format.
- 10.8 The **Hospital/Diagnostic Centre/Nursing Home** agree 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 that shall alone be responsible for the defect and/or deficiencies in rendering such services.

1.1.8 "Hospital/Nursing Home" shall mean the Dr. Ulhas Patil Medical College & Hospital Jalgaon Kh. While performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

1.1.9 "Recognition of Hospital" shall mean the Hospital/Diagnostic Centre/Nursing Home empanelled by the ESI for a particular period for providing treatment facilities and procedures etc. to the ESI beneficiaries at the rates laid down.

1.1.10 "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the ESI beneficiaries after following certain Procedure of inquiry.

1.1.11 "Party" shall mean the Medical Superintendent/Administrative Medical Officer/Incharge Medical Official of MH-ESI Society and the Dr. Ulhas Patil Medical College & Hospital Jalgaon Kh.

1.1.12(a) "Package Rate" means rates for a package of treatment of standard set of procedures that are administered to the patient while undergoing treatment for a pre-diagnosed disease-condition for the specified timed period.

(b) No additional charge on account of extended period shall be allowed if that extension is due to any improperly conducted procedure.

1.2 Annexure – I shall be deemed to be an integral part of this Agreement.

## 2 SERVICE AREA

The Dr. Ulhas Patil Medical College & Hospital Jalgaon Kh., shall provide treatment facilities, as per level & scale defined in the agreement, to the ESI beneficiaries who may produce a valid photo identity card issued by ESIC or Linked Aadhar Card and who are otherwise eligible for treatment, the eligibility to be verified from the list of beneficiaries, allotted to the hospital/clinic, provided by ESIC

## 3 SERVICE CHARGES

For Secondary medical care treatment

The Hospital shall charge as per the rates for a particular procedure/package deal as prescribed by the CGHS\_\_\_\_/ESIC/AIIMS Rates and Guidelines, and attached as Annexure (rate list), Which shall be an integral part of this Agreement.

## 4 BILLING:

The Empanelled Hospitals will send bills in prescribed format along with necessary supportive documents to the office of respective Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society within 07 days of discharge.

The details of documents to be submitted are as follows:

- a) Discharge slip duly verified by treating doctor incorporating history of the case, diagnosis, detail of procedure done/treatment given and medicine doses given/advised on discharge along with the duration of hospital stay. Discharge sheet should be accompanied with the copy of the case sheet. The discharge sheet should have signature of the beneficiary/attendant and treating consultant in original along with his /her stamp .
- b) Report of investigations in original duly verified.
- c) Original bills of implants/devices etc. duly verified by treating consultant should be attached. The bills should have some details of the implant/ devices i.e. batch no size, quantity, expiry date (if any).
- d) Stickers of implants duly verified by the treating consultant should be attached.
- e) Referral slip/ OPD Slip by authorized IMP/Nursing Home (primary Medical care Provider).
- f) Referral from duly filled by authorized IMP/Nursing Home (primary Medical care Provide).
- g) ESI benefit entitlement certificate.
- h) Patients/attendant satisfaction certificate.
- i) Dependency Certificate in case of parents.
- J) Pahechan Card/Identity Certificate of the insured person (IP) family.
- k) The original bill of the hospital in relation to the patient duly signed by the authority, duly stamped, and dated.
- l) Operative/procedure notes with sign and stamp of operational doctor.
- m) Wrappers of costly medicines (Having Unit Cost more than Rs.250/-).

The above documents related to treatment/investigation duly verified by the treating/investigating doctor shall be submitted by the hospital/diagnostic centers/Nursing Home along with the bill in duplicate in prescribed format. The bills must be submitted to this office for payment within 07 days of the discharge/completion of consultation/treatment/investigation. However, the diagnostic centers shall send the bills on monthly basis along with the above mentioned documents whichever is applicable for them. **The bills received after the above mentioned period shall not be entertained.**

**TDS and other Statutory Deductions:**

10.9 The Hospital/Diagnostic Centre/Nursing Home agrees that during the inpatient treatment of the ESI beneficiary the Hospital will not ask the beneficiary or his attend tent to purchase separately the medicines /sundries /equipment or accessories from outside and will provide the treatment within the package deal rate, which includes the cost of all the items. Appropriate action, including removing from MH-ESI Society empanelment and/or termination of this Agreement, may be initiated in the basis of a complaint, medical audit or inspections carried out by MH-ESI Society teams.

10.10 The Hospital Diagnostic Centre/Nursing Home shall immediately communicate to Medical Superintendent /Administrative Medical Officer/In charge Medical Officer's Office about any change in the infrastructure / strength of staff. The empanelment will be temporarily withheld incase of shifting of the facility to any other location without prior permission of ESIC. The new establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

10.11 The Hospital/Diagnostic Centre/Nursing Home will not make any Commercial publicity projecting the same of Mh-ESI Society. However, the fact of empanelment under MH-ESIC Society shall be displayed at the premises of the empanelment centre, indicating that the charges will be as per CGHS approved rates.

10.12 The Hospital/Diagnostic Centre/Nursing Home will not refer the patient to other specialist / other hospital without prior permission of respective Medical Superintendent/Administrative Medical Officer/In charges Medical Officer of Mh-ESI Society whenever patient needs further referral.

## 11 DUTIES AND RESPONSIBILITIES OF HOSPITAL / CENTRES

It shall be the and responsibility of the Hospital /Diagnostic Centre/Nursing Home 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 valid statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

## 12 HOSPITAL'S/DIAGNOSTIC CENTRE'S / NURSING HOME'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The **Hospital /Diagnostic Centre/Nursing Home** 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 Centre/Nursing Home** is obliged to act within its own authority and abide by the directives issued by the Medical Superintendent /Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society. The Hospital is responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

### 13 **PERFORMANCE BANK GURANTEE**

The Hospital will furnish a continuous, revolving and irrevocable **Performance Bank Guarantee** from a nationalized bank for an amount of Rs. 5.00 lakhs (**Rupees Five Lakhs only**) valid for a period of **03 years** in the prescribed proforma to ensure to ensure due performance under this Agreement and for efficient service and to safeguard against any default (**Annexure-I**). In case of any violation of the provisions of the Agreement, the provisions of Liquidated Damages (clause12) will be applicable.

### 14 **LIQUIDATED DAMAGES**

14.1 The **Hospital /Diagnostic Centre/Nursing Home** shall provide the services as per the requirements specified by the MH-ESI Society/ Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of services of direct charging form the ESI Beneficiaries or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the MH-ESI Society/ Medical Superintendent/Administrative Medical Officer of MH-ESI Society., however, the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee.

14.2 In case of repeated defaults by the **Hospital/ Diagnostic Centre/Nursing Home** the total amount of Performance Bank Guarantee will forfeited and



action will be taken for removing the Hospital from the empanelment of MH-ESI Society as well as termination of this Agreement.

14.3 In the first instance, the complaint will be examined by the MH-ESI Society authorities and if the complaint is found to be true the MH-ESI Society shall have the right to give a show cause notice to the Hospital to be replied by it within 10 days of its receipt, and the reply of the Hospital will be examined by a Standing Committee constituted for the purpose of deciding the appropriateness of the treatment or diagnostic procedures, as the case may be. If the Committee concludes that the Hospital has violated the provisions of the Agreement necessary action will be taken for de-recognition of that Hospital. The decision of the MH-ESI Society will be final.

14.4 For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/future bills of the Hospital and the MH-ESI Society shall have the right to issue a written warning to the Hospital not to so in future. The recurrence, if any, will lead to the stoppage of referral to that **Hospital/Diagnostic Centre/Nursing Home.**

## 15 TERMINATIONS FOR DEFAULT-

a) Chief Executive Officer/ Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society may, without prejudice to any other remedy and for breach of conduct in whole or part may terminate the contract.

I. If the hospital fails to provide any or all of the services for which the period (s) specified in the contract, or within any extended period thereof if any, granted by CEO/Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society.

II. If the hospital fails to perform any other obligation(s) under the contract.

III. If the hospital, in the judgment of MH-ESI Society, is engaged in corrupt or fraudulent practice in competing for or in executing the contract.

IV. If the hospital fails to follow instructions, guidelines and submits bills in its own way and with repeated deficiencies, the institution shall be liable for de-empanelment.

b) If hospital found to be involved in or associated with unethical, illegal or unlawful activity, the contract will be summarily suspended by CEO/Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society and thereafter MH-ESI Society may terminate the contract, after giving a show cause notice and considering its reply (if any) received within 10 days of the receipt of the show cause notice.

c) The CEO/Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society shall have the right to terminate the contract in case of empanelment hospital is wound up/dissolved/re-incorporated. The termination of contract shall not relieve the Empanelled centre or their heirs and legal representative from their liability in respect of the services provide by the empanelled centre during the period when the contract was in Force.

d) Either party can terminate the contract by giving 03 months notice.

**Premature termination of contract:**

In case of premature termination of contract by the empanelled centre without a notice of at least three months duration, it will have to pay to the MH-ESI Society, the damages to be determined by Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society, the same may be recovered either from pending bills or performance bank guarantee may be invoked or both (if not paid otherwise).

**16 INDEMNITY**

The Empanelled Hospital shall at all time, Indemnify and keep indemnified MH-ESI Society Against all action, suits, claims, and demand brought or made against in respect of anything done or purported to be done by the Hospital/centre in execution of or in connection with the services under this contract and against any loss or damage to MH-ESI Society in consequence to any action or suit being brought against the MH-ESI Society along with the Hospital/centre or otherwise, as a party for anything done or purported to be done in the course of the execution of this Contract. The Hospital will at all times abide by the job safety measures and other statutory requirements

prevalent in India and will keep free and indentify the MH-ESI Society from all demands or responsibilities arising from accidents or loss of life resulting form negligence or unreasonable conduct on the part of empanelled hospital. The Hospital will solely pay all the indemnities arising from such incidents without any extra cost to MH-ESI Society and will not hold the MH-ESI Society responsible or obligated. MH-ESI Society may at its discretion and always entirely at the cost of the tie up Hospital/diagnostic centre such suit. Either jointly with the tie up Hospital or unilaterally in case the latter choose not to defend the case.

#### 17 **ARBITRATION**

If any dispute or difference of any kind what so ever (ever decision thereof not being otherwise provided for) shall arise between the CEO/Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society and the Empanelled Hospital upon or in relation to or in connection with or arising out of the contract, shall be referred for arbitration by the Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society. The Arbitrator will be appointed by CEO/Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society. The decision of the Arbitrator will be final and binding . The provision of Arbitration and Councillation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the office of CEO/Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of MH-ESI Society, Any legal dispute shall be settled at court having jurisdiction only.

#### 18 **MISCELLANEOUS**

- 18.1 Nothing under this Agreement shall be construed ass establishing or creating between the Parties any relationship of Master and Servant or Principle and Agent between the MH-ESI Society and the Hospital.
- 18.2 The Hospital/Clinic Diagnostic Center/Nursing Home / shall not represent or hold itself out as agent of the MH-ESI Society.

18.3 The MH-ESI Society will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any ESI beneficiary or any third party resulting from or by any operation conducted by and on behalf of the hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.

18.4 The **Hospital/Clinic/Diagnostic Centre/Nursing Home /** shall notify the Government of any material change in their status and their share holdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.

18.5 This Agreement can be Modified or altered only on written agreement signed by both the parties.

18.6 Should the **hospital/clinic/diagnostic centre/Nursing Home /** get wound up or partnership is dissolved, the CEO/Medical Superintendent/Administrative Medical Officer/Incharge Medical Officer of Agreement shall not relieve the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

18.7 The **Hospital/Clinic/Diagnostic Centre/Nursing Home** shall bear all expenses incidental to the preparation and stamping of this agreement.

## 19 NOTICES

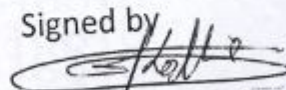
19.1 Any notice given by one party to other pursuant to this Agreement shall be send to other Party in Writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

MH-ESI Society : Medical Superintendent/Administrative Medical Officer/Incharge  
Medical Officer, MH-ESI Society – (address of Respective hospital  
MS/Amo office/Service dispensary Office)\_\_\_\_\_

Dr. Ulhas Patil Medical College & Hospital Jalgaon Kh., Jalgaon Bhusawal Road, Tal-  
Dist – Jalgaon- 425309

19.2 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 caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

Signed by  



Dr. **Medical Superintendent/Administrative Medical Officer/Incharge** **Medical Officer of Maharashtra State Insurance Scheme**  
**MH-ESI Society,**

for and on behalf of  
CEO, MH-ESI Society,  
Panchdeep Bhavan, 6th Floor N.M. Joshi Marg,  
Mumbai-400013.

In the Presence of  
(Witnesses)

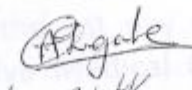
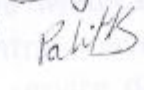
- 1.
- 2.



Dear   
**Dr. Ulhas Patil Medical College & Hospital, Jalgaon Kh.**  
For and on behalf of Hospital

Duly authorized vide Resolution No.....dated.....  
Of Dr. Ulhas Patil Medical College & Hospital, Jalgaon Kh., Jalgaon-Bhusawal Raod,  
Jalgaon - 425309

In the Presence of  
(Witnesses)

1. Mr. Anant Ingate 
2. Mr. Hemant Patil 

Seal & Stamp of the hospital/diagnostic centre

**Secondary Medical Care Tie-up**

Sr. No	Particulars										
1	Name of	Dr. Ulhas Patil Medical College & Hospital, Jalgaon									
2	Address of Hospital	Jalgaon Bhusawal Road, NH No. 6 Jalgaon Kh. Tal & Dist. Jalgaon-425309									
3	Contact Person & Contact Number	Dr. N. S. Arvikar Mo. No. 9326512744									
4	E-Mail ID of Hospital	dupmcj@yahoo.in dupmch.esic.jalg@gmail.com									
5	Registration Number of Hospital/ Diagnostic Centre	No. of Beds as per Certificate	1050	Validity of	31	03	2022				
		Actual No. of Beds	1050	Certificate							
		Categories of beds available with number of total beds in Following types:									
		Casualty	ICU	NICU	Privarte	Semi - Private	General Ward	Maternity	other		
		20	20	20				150	960		
	Be Occupancy rate per day									86%	
6	Fire Noc	Validity			31/10/2021						
7	BMW Management	Validity			30/06/2021						
8	NABH/ NABL Accredited	Validity	Tick (✓) the level of ACCREDITATION								
			Applied For	Pre Accreditation Entry Level	Pre Accreditation Progressive Level	Final Accreditation					
			✓								
9	Empanelled With (Tick ✓ the relevant option)	CGHS		State Govt.	✓ Yes	PSU	✓ Yes	Others			
		Name of Organization: Mahatam Phule Jan Arogya Yojana Tie – up for Central Government Bhusawal.									
<b>Particulars</b>										<b>Details</b>	
10	Whether hospital have been operational for at least one Full Financial Year. (Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (main documents only)									Yes	
11	<b>Nursing Care</b>										
	Total No. of Nurses									552	
	No. of Para – Medical Staff									365	
12	Alternative Power Source									Yes 4 Generators	
	<b>Availability of Doctors</b>										
13	No. of in house Doctors									38	
	No. of in house Specialists/Consultants (List to be enclosed)									30	
	No. of cell Specialists/Consultants (List to be enclosed)										
14	<b>No. of Operation Theatres</b>										
	No. of Major Operation Theatres									13	
	No. of Minor Operation Theatres									02	
	No. of Special Operational Theatres									02	
	Whether there is separate O.T. for specific cases									Yes	
15	<b>Laboratory facilities available</b>										
	Pathology									Yes	
	Biochemistry									Yes	
	Microbiology									Yes	
16	<b>Supportive Services</b>										
	Ambulance									Yes	
	Blood Bank									Yes	
	Pharmacy									Yes	



## ANNEXURE – II

Sr. No.	Type of Firm	(Yes/No)
I	<b>PROPRIETORSHIP FIRM</b>	
1	Proprietary Registration Certificate (Notarised)	
2	Any of the <b>two</b> documents from the below mentioned list to be submitted:	
	GST Certificate (self attested)	
	Shop & Establishment Act Registration (self attested)	
	Complete Income Tax return in the name of the sole proprietor where firm's name is reflected (self attested)	
II	<b>PARTNERSHIP FIRM</b>	
1	General Partnership/Limited Partnership	
a.	Registered Partnership deed (self attested)	
b.	Partnership Registration Certificate (self attested) (From Registrar of firms)	
c.	Authority letter on the letterhead of firm signed by all partners stating the authorized signatory for executing agreement with ESIC.	
2	<b>Limited Liability Partnership (LLP)</b>	
a.	LLP Certificate (self attested)	
b.	Registered Partnership deed (self attested)	
c.	Authority letter on the letterhead of firm signed by all partners stating the authorized signatory for executing agreement with ESIC.	
III	<b>PUBLIC/PRIVATE LIMITED COMPANY</b>	
a.	Memorandum of Association	
b.	Article of Association	
c.	Certificate of Incorporation	
d.	Resolution on the letterhead of firm signed by all directors stating the authorized signatory for executing agreement with ESIC.	
IV	<b>SOCIETY /TRUST</b>	
a.	Memorandum of Association	Yes
b.	Certificate of Registration	Yes
c.	Authority letter on the letterhead of trust/society signed by all partners stating the authorized signatory for executing agreement with ESIC.	Yes



Sign & Stamp of authorized  
signatory of Hospital  
Dean

Dr. Ujhas Patil Medical College  
& Hospital, Jalgaon Kh.

Date:

Place: Jalgaon



महाराष्ट्र MAHARASHTRA

2020

अ.नं.-६०६७...दिनांक:-०८.०२.२०२२

नाव:- डॉ. उल्हास पाटील मेडीकल कॉलेज अण्ड  
हस्ते:- जिवंत चौधरी शी मुस्तास- ईस्पिकल  
S. S. Chaudhary

AZ 463159

श्री. प्रशांत सुरेश नेमाडे  
मुद्रांक विकता भुसावळ  
सा. नं. ३८/९९

प कोषाध्यक्ष अधिकारी  
भुसावळ  
20 JAN 2022

## AGREEMENT FOR COLLECTION, TRANSPORTATION, TREATMENT AND DISPOSAL OF BIOMEDICAL WASTE

THIS AGREEMENT is executed on this 15 day of Feb. 2022 at Jalgaon.

**BETWEEN**

**MANSAI BIOMEDICAL WASTE ENTERPRISES PVT LTD,  
JALGAON**

Through Mr. Rajiv Ramdas Mahajan (Director) appointed as the attorney/authorized Signatory Aged 55 yrs R/O Jalgaon, Hereinafter called as service provider (Party No 1)

**AND**

**Dr. Ulhas Patil Medical College And Hospital, Jalgaon (Kh), Dist Jalgaon Hereinafter  
called waste generator  
(Party No 2)**



That the service provider/party no 1 is having a Bio-Medical Waste Disposal Facility at Gat No 413, Kanakai Shivar, Shivaji Nagar, Jalgaon. Which is in association with Jalgaon Municipal Corporation.

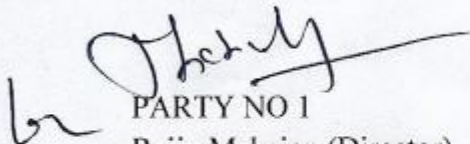
That the Waste generator/party no 2 is having its Hospital in the name and style of Dr. Ulhas Patil Medical college And Hospital, Jalgaon Kh, Dist. Jalgaon in the said Hospital, Waste generator is having 1110 beds of indoor patients out of which 400 Beds are reserved for COVID Patients and in the house Services generated a Bio- Medical waste.

On the request of party no 2, party no 1 has agreed to undertake the work of collection, transportation and disposal of Bio-Medical waste generated in the hospital/clinic/ laboratories of party no 2 on the following terms and condition.

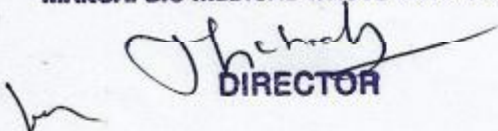
- 1) Waste generator hereby declares that in his hospital. He is having 1110 Beds for indoor patient out of which 400 beds are reserved for COVID Patients And In house services like pathology, Blood Bank, X-Ray unit and OPD 1) Gynecology 2) Ortho 3) Surgery 4) Ophthalmology 5) Pediatric i.e
- 2) Service provider/ Party No 1 Has accepted the of collection, transportation, and disposal of entire Bio Medical Waste of the waste generator.
- 3) The waste generator will arrange it self non-clorinated coloured plastic bags approved by pollution control board for Stocking and packing of Bio Medical waste.
- 4) The waste generator will arrange collection and proper segregation of entire Bio-Medical waste i.e category No 1,3,4,5,6,7,8,10 including plastic material generated in its various department and wards as per the guidelines of the Bio-Medical waste management and disposal rules 1998, and its segregation as per details annexed party no 2 shall keep the material ready at the collection end Party No I has agreed to collect the Bio-medical waste during 9 am to 6 pm or other time which May be Mutually agreed upon. Party No 2 should provide BMW store room at the pont with their own cost
- 5) The waste generator will pack the segregated Bio-Medical waste as per rules at the collection point in colour coded bags.
- 6) The waste generator undertakes to deliver to the service provider only the segregated Bio-Medical waste generated on daily basis. General waste i.e (Municipal solid Waste) is not to be put into the service providers bags at all for any violation of the Bio-medical rules in this regards the waste generator shall be exclusively responsible.
- 7) That the waste generated agreed that they would pay service provider disposal charges as per annex-1 bill.
- 8) The party No 1 should raised one separate montly bills in the name of Dr Ulhas Patil Medical College and Hospital, Jalgaon Kd, Dist Jalgaon and the party No 2 Should pay Bill on monthly Basis within 15 days from the receipt of the bill for that particular month.

- 9) No change or modification or waiver of any of the terms of this agreement shall be effective unless agreed to in writing and signed by duly authorized officer of each of the parties herein.
- 10) Party No I the service provider and the waste generator agreed that this agreement is valid from 01/01/2022 to 31/03/2023 and after the expiry of the said period of this agreement; the parties will renew the agreement on fresh terms and conditions as would be mutually agreed upon.
- 11) All disputes and questions in connection with this deed arising between parties shall be referred to the arbitration of the two arbitrator one to be appointed by each party and in case of their disagreement to an umpire appointed by the said arbitrator or in case of their default by the parties.
- 12) In the event there is any abjection and/or notice for breach of the rules regarding transportation, treatment and disposal of the Bio-Medical waste Party No I shall be solely responsible in that behalf.
- 13) In case the waste collection programme is not attended by the Party No I for more than 2 days a penalty of Rs 100/- per day shall be recovered from Party No I by Party No 2 moreover the Party No I shall have to redress the backing by providing extra force on next day.
- 14) All the expenses with regard to stamp duty and registration charges if required and all legal expenses in respect of the preparation of the contract shall be exclusively borne and paid by the Party No 2.
- 15) In the event the Party No I commits any default in the service the Party No 2 shall be Liberty to discontinue this agreement with prior written notice of the month.
- 16) Timely clearing of the Medical waste from the Hospital is obligatory for Party no 2 beyond 10.00 am will be deemed as analyzable defaulter.
- 17) This agreement is executed in Triplicate one original signed copy will remain with Party No 2.

**IN WITNESS WHEREAS** the parties have put their signature on the day and year as above mentioned in presence of the following witness at Jalgaon

  
PARTY NO 1  
Rajiv Mahajan (Director)  
Mansai Biomedical Waste E P L  
Jalgaon.

**MANSAI BIO MEDICAL WASTE ENT.PVT.LTD.**

  
DIRECTOR



  
PARTY NO 2  
Dean,

Dr. Ulhas Patil Medical College &  
Hospital Jalgaon. Jalgaon Kh.

**Dean**  
**Dr. Ulhas Patil Medical College**  
**& Hospital, Jalgaon Kh.**



# MANSAI BIOMEDICAL WASTE ENTERPRISE Pvt. Ltd. JALGAON

Fact : Gat No. 413, Near Resource Factory, Shivaji Nagar, Khankai Road, Jalgaon - 425001.  
Office : Hirapanna Apt. 1st Floor, Flat No.1, Pande Dairy Chowk, Omkar Nagar, Jalgaon - 425001.  
Phone :- 0257 - 2957295

MBMWEPL/CERT/00194/2021-2022

Date : 11/03/2022

## CERTIFICATE

### TO WHOM SO EVER IT MAY CONCERN

This is to certify that " DR. ULHAS PATIL MEDICAL COLLEGE AND HOSPITAL" Dr. Mrs. Varsha U Patil, Jalgaon whose Reg. No. is J-59 is registered With " Mansai Biomedical Waste Enterprises Pvt. Ltd. for Jalgaon Municipal Corporation Jalgaon" A Common Bio-Medical Waste Treatment & Disposal Facility for - 750 Beds From 03/04/2012. The Bed Strength is changed from 750 Beds to 1110 Beds from 01/07/2019. The bed Strenght is further increased to 1200 Beds from 01/03/2022 onwards. The Biomedical waste Generated in the hospital is collected & Transported from the Hospital and disposed off scientifically by Mansai BioMedical Waste Enterprises Pvt. Ltd." as per the rules and regulation of Maharashtra Pollution Control Board and Central Pollution Control Board.

This Certificate is valid from 11/03/2022 to 10/03/2023.

Your's Faithfully,

MANSAI BIO MEDICAL WASTE ENT.PVT.LTD.

*Rajiv Mahajan*  
DIRECTOR

Rajiv Mahajan (Director)





महाराष्ट्र MAHARASHTRA

● 2021 ●

ZB 333539



कोड नं. ४६०८००३  
श्री विलास गो. बोकडे  
मुद्रांक विक्रेता ला. नं. ३८/९५  
तहसिल कार्यालय परिसर, हिंगणा.

## MEMORANDUM OF UNDERSTANDING

BETWEEN

**Datta Meghe Medical College,  
Shalinitai Meghe Hospital & Research Centre, Wanadongri, Nagpur.**

and

**Dr. Ulhas Patil Medical College & Hospital,  
NH No.6, Jalgaon-Bhusawal Road, Jalgaon Khurd, Jalgaon-425309**

FOR

**COLABORTION IN EDUCATION, RESEARCH, PATENT, COPY RIGHT, FUNDED  
PROJECT, FACULTY & STUDENTS EXCHANGE.**

This Memorandum of Understanding (MoU) is executed on 20<sup>th</sup> November of 2021 by and between Datta Meghe Medical College, Shalinitai Meghe Hospital & Research Centre, Wanadongri, Nagpur, a constituent unit of Datta Meghe Institute of Medical Sciences (Deemed to be University) established under of the UGC Act,1956 having its Registered Offices at JNMC Campus, Sawangi Meghe, Wardha – 442001, in Maharashtra (here in after referred to as “DMMC and SMHRC, DMIMS(DU)” which expression shall unless repugnant to the subject or context thereof, be deemed to include and mean to its nominees, successors and permitted substitutes or assigns of the ONE PART.

फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४)

प्रतिज्ञापत्र कोषातून सादर करावयाचे

प्रतिज्ञापत्र

मुद्रा

व रशि

मुद्रा

अनु

मुद्रा

परवाना

१९९५

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१९९५ १९९५

१९९५

व परवाना प्रमाण तसेच मुद्रा विक्रीचे ठिकाण/पत्ता श्री विलास गो. बोका  
काड नं ४६०४००३ मु वि ला न ३८/१९९५, तहसील कार्यालय परिसर



**With**

**Dr. Ulhas Patil Medical College & Hospital, NH No.6, Jalgaon-Bhusawal Road, Jalgaon Khurd, Jalgaon-425309** (Hereinafter referred to as "Dr. Ulhas Patil Medical College & Hospital, Jalgaon," which expression shall, unless repugnant to the subject or thereof, be deemed to include and mean to its nominees, successors and permitted substitutes or assigns) on another PART either or both of which may be referred to as a "Party" or the "parties" respectively as the context demands.

WHERE AS:-

- A. Based on the strengths of the DMMC, SMHRC (DMIMS-DU) and Dr. Ulhas Patil Medical College & Hospital, Jalgaon, the DMMC, SMHRC (DMIMS-DU) is desirous of collaborating with Dr. Ulhas Patil Medical College & Hospital, Jalgaon, in areas of Education, Research, Patent, Copy right, Funded project, Faculty & Student Exchange and Academic Programs in the field of Ayurveda and Yoga.
- B. Dr. Ulhas Patil Medical College & Hospital, Jalgaon desires to collaborate in the field of Education, Research, Patent, Copyright, Funded project, Faculty & Student Exchange and Academic Programs in the field of Ayurveda and Yoga, Drug Development, for the mutual benefit by utilizing the expertise and infrastructure existing in both Institutions.

MoU is to establish hereby a formed understanding of co-operation which is intended to have further the academic objective of each institution and to promote better understanding between the faculty and students of DMMC & SMHRC and the faculty and students of Dr. Ulhas Patil Medical College & Hospital, Jalgaon.

Under this memorandum of understanding the two institutions will proceed to implement the following endeavours and exchanges of materials and personnel.

#### **ARTICLE 1: OBJECTIVE**

The parties, subject to the terms of this memorandum of Understanding and the laws, rules, regulations existing from time to time, agree to strengthen, promote and develop co-operation in the field of Ayurveda, Yoga and Interdisciplinary Sciences between the two Institutions.

#### **ARTICLE II: AREAS OF CO-OPERTION**

Co-operation shall be carried out, subject to availability of funds and the approval of the competent authority of DMMC, SMHRC and Dr. Ulhas Patil Medical College & Hospital, Jalgaon, through such activities or programs as:

##### **Exchange Programs:**

- Teachers
- UG, PhD Scholars
- Collaborative Research Work

UG, PhD students will be exchanged from both institutions every year for different programs like Workshops, Guest Lectures, Short Training Courses, Seminars, Short

Term Research Programs, Patent, Copyright, Funded Project and Project Works etc., as mutually agreed by both institutions from time to time.

**Utilization of Research Facilities, Patent, Copyright, Funded Project, Joint Research activities:-**

- Faculty and students of both institutions will be allowed, with prior permission to utilise the research facilities, Patent, Copyright, Funded Project, of the institutions by prescribed nominal fee, both institutions will facilitate the students & faculty by providing access to facilities, guidance of concerned faculty and research Staff.
- Both the parties will promote and facilitate inter-institutional, interdisciplinary research and collaborative research projects, Patent, Copy right, Funded Project, by faculty and students of the institutions.

**Pre-Clinical Studies:**

Sharing of animal house for pre-clinical studies.

**Utilization of IEC:**

Sharing of research proposal, Patent, Copy right, Funded Project for approval from IEC, DMMC & SMHRC, Nagpur.

**Collaboration in the field of Yoga:**

- Capacity building of students and faculty in various aspects of Yoga.
- Undertaking joint workshops, seminars, conferences, CME etc in Yoga.
- Collaborative research projects, Patent, Copy right, Funded Project in Yoga.
- Joint programs to celebrate International Yoga Day.
- Yoga competitions
- All activities related with Yoga.

**ARTICLE III: FINANCIAL ARRANGEMENTS**

The financial arrangements to cover expenses for the identified activity/s undertaken within the framework of this memorandum of understanding shall be mutually agreed upon by both the parties on case-by-case basis, subject to availability of funds.

**ARTICLE IV: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- a) The protection of intellectual property rights shall be enforced in conformity with the national laws, rules regulation.
- b) Not with standing anything in paragraph (a) above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
  - i) Jointly by the parties or research results obtained through the joint activity effort by the parties, shall be jointly owned by the parties in accordance with the terms to be mutually agreed upon and

- ii) Solely and separately by the party taking into account the contribution made by the faculty member/investigator, with mutually agreed upon terms of the activity undertaken.
- iii) The terms and conditions for execution of each activity undertaken under this MoU shall be decided on case-to-case basis.

#### **ARTICLE V: CONFIDENTIALITY**

- A. Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other party during the period of the implementation of this memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- B. Both parties agree that the provisions of this Article shall continue to be binding between the parties notwithstanding the termination of this memorandum of Understanding.

#### **ARTICLE VI: SETTLEMENT OF DISPUTES**

Any difference or dispute between the parties concerning the interpretation and / or implementation and or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and /or negotiation between the parties. In case, the dispute occurred between both the parties and if the same is not resolved through negotiation or by adopting amicable measures, in that case the matter will be settled through arbitration and the arbitrator will be appointed with mutual consent of both the parties.

#### **ARTICLE VII: ENTRY INTO FORCE, DURATION AND TERMINATION**

This understanding shall come into force and take effect from the date of signing of this MoU and shall be valid for a period of SEVEN (7) YEARS and may be renewed thereafter by the parties upon mutual consent.

This understanding may be terminated by either party by providing 90 (ninety days) written notice to the other party before the beginning of academic year, and the termination would be effective at the end of the notice period

Now this MoU witnesses as follows the Roles and Responsibilities of either party.

##### **a) Common Responsibilities**

- Both institutes have to provide minimal accommodation for students/faculty of other institute in their institute on nominal costs.
- Students/faculty have to pay the prescribed fee for the facilities they have used.
- Institutions have to facilitate for easy exchange programs and collaborative work.
- Both the institutions will administratively facilitate for smooth implementation of this MoU.
- DMMC, SMHRC (DMIMS-DU) and Dr. Ulhas Patil Medical College & Hospital, Jalgaon shall arrange to appoint a Coordinator who shall be available at the Centre where the programs being offered in order to facilitate proper coordinator between the DMMC, SMHRC (DMIMS-DU) and Dr. Ulhas Patil Medical College & Hospital, Jalgaon.



**C. Coordinators of each centre**

- At DMMC, SMHRC, Dr. Ranjit Ambad, will oversee implementation of this MoU.
- Dr. Ulhas Patil Medical College & Hospital, Jalgaon, Mr. Pramod Bhirud Registrar, will oversee the implementation of MoU.


Any variations or amendment or addition of /to this Understanding shall be mutually agreed to in writing and executed by or on behalf of each of the parties, the DMMC, SMHRC (DMIMS-DU) and Dr. Ulhas Patil Medical College & Hospital, Jalgaon.

In witness thereof, the parties hereto have executed this understanding as of the date first above mentioned.

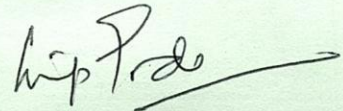
Sealed & Signed for and on behalf of      Sealed & Signed for and on behalf of

Dr. Ulhas Patil Medical College & Hospital      DMMC & SMHRC, Nagpur.

Signature



Signature



Name: - Mr. Pramod Bhirud, Registrar  
Title :- Dr. Ulhas Patil Medical College & Hospital, Jalgaon

Name : - Dr. Dilip Gode  
Title :- Dean, DMMC & SMHRC

Witness

Signature



Name: Dr. Vitthal Shiinde

Designation : Associate professor

Date: 15/12/21

Witness

Signature



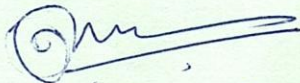
Name : Dr. L. L. Gogoi

Designation : C.M.S., SMHRC

Date : 13/12/21

Witness

Signature



Name: Dr. Nilesh Bendale

Designation : Professor, Community

Date: 15/12/21      medicine

Witness

Signature S. V. Sande

Name : DR. Suvarno Sande

Designation : Professor, HOD.

Date : 13/12/21      Dept. of Microbiology

13/12/21