

TERMS AND CONDITIONS

(Please read all the terms and conditions carefully before filling the application form and the annexures)

Rashtriya Bal Swasthya Karyakaram (RBSK), introduction in nutshell:

As a matter of fact, National Health Mission Punjab has implemented the RBSK program across all the 22 districts of state of Punjab, by recruiting dedicated Mobile Health Teams (MHTs), at the block level and further by establishing District Early Intervention Centers (DEICs), at the district level. Under RBSK, children (new-born to 18 years of age) are being screened and identified by the MHTs with a set of pre-defined 30 conditions, broadly categorized under 4Ds (Defects at birth, Deficiencies, Diseases and Developmental delays including disability). Further, diagnosis and treatment of the identified children is coordinated by the DEIC for secondary and tertiary level institutions.

Document Acceptance:

That application forms along with all the annexures and necessary documents, may be sent through registered / speed post, at the address mentioned below:

“Office of Mission Director, National Health Mission Punjab, Paryas Building 5th Floor, Sector 38, Chandigarh”

The sealed envelope should be super-scribed as **“Empanelment of specialty services for Procedure & Surgeries of Congenital Heart Disease/Rheumatic Heart Disease (CHD/RHD)”**

Security/ Performance Guarantee Deposit:

The empanelled Hospital would be required to deposit Security/ Performance guarantee money of Rs. 1,00,000/- (Rupees one lakh only) for Surgeries through Demand Draft, in the name of Mission Director, National Health Mission Punjab, payable at Chandigarh. A duly constituted technical committee would visit the applicants facilities for the purpose of inspection and based on the report of the committee the formal Memorandum of Understanding (MoU) would be signed between the authorized representative of the concerned hospital and the representative of National Health

Mission Punjab. The security money will be refundable only after the successful completion of agreement period or in case of termination of agreement by mutual consent of both the parties. Here it would be significant to mention that ***in case of violation of the terms and conditions incorporated in the agreement, the hospital would be de-empanelled and the security/ performance deposit will be forfeited forth-with.***

Completely Furnished Document:

All the heads of the Application Performa are mandatory and must be filled carefully. Signed declaration form and the photocopy of the necessary documents (as specified above) shall be enclosed, with the application form.

Period of Empanelment:

The empanelment shall be initially for a period of one year and if the competent authority deems it appropriate, may further extend the same for another one year, by mutual con-sent.

Tie-Up agreement:

The applicant, who fulfills all the criteria as laid down in the document and based on the track record of the services which will be assessed by the committee after review of the documents and data supplied by the concerned hospitals, would be invited for executing an agreement with the Mission Director, NHM Punjab through their authorized representative.

General Conditions for Empanelment:

The empanelment of the private hospitals for the select Procedures/ surgeries would be done at the State level by State Health Society Punjab, with the following general Terms & Conditions:

The application will be invited through advertisement, in leading newspapers, for the empanelment of the private hospitals performing the select Procedures/ surgeries among the children of 0-18 years of age. The criteria of the empanelment would be as follows:

I. The hospital must be empanelled either with the Govt. of Punjab or with CGHS and the hospital should also have preferably accreditation of NABH.

II. The hospital must be well equipped in all spheres, for delivering quality Procedures/surgeries in terms of infrastructure, human resources, equipments and also statutory and medico-legal conformation.

III. The concerned surgeon of the hospital must be trained in the select procedure/ surgeries and also must possess a good track-record of performing the select procedure/ surgeries for at least preceding 3 years.

IV. The facility of pediatric ICU should be available.

V. The hospital will issue estimated cost of surgery/treatment, in a prescribed format and in any case it should not exceed the existing RBSK package rate.

VI. Hospital shall not charge more than RBSK package rate/rates, at any cost and no money should be charged, from the family of the patient. The package rate under RBSK is all inclusive (i.e. cost of procedure, hospitalization, medicines, implants and other consumables etc.).

VII. Diet Charge for the patient and the attendant is inclusive in the package and no extra money would be provided for that purpose.

VIII. The hospital should have its own blood bank facility.

IX. Arrangement of voluntary blood donors for the blood/blood products required for surgery will be the responsibility of the child's family. However the hospital will have the moral responsibility to coordinate with the voluntary organizations in case of any emergency and if the family is not able to arrange donors in time.

X. The referral of the patient to the concerned centre would depend upon the choice of the patient/family and the transportation charge from home to the city where hospital is situated and back forth, would be borne by the family.

XI. The hospital whose rates for treatment procedure/test are lower than vis-a-vis RBSK prescribed rates, shall charge as per the rates charged by them from Non-RBSK patients and will have to furnish a certificate to the effect that the rates charged are not more than that from non-RBSK patients. Rate list of the hospital to be submitted along with Application form.

XII. Expenses on toiletries, cosmetics, telephone bills etc. would not be reimbursable and are not included in package rates.

XIII. Increased duration of indoor treatment due to infection, or the consequences of surgical procedure or due to any improper procedure would be reimbursed only after the approval of the high level of committee designated for the specific purpose and it should not exceed 10 % of the RBSK package rate.

XIV. During the treatment in ICU, no separate room rent will be provided, wherever package rates are admissible.

XV. The empanelled hospital shall honor permission letter issued by the competent authority and provide treatment/ investigation, facility prescribed in the permission letter. The hospital shall provide treatment/ investigation, on cashless basis.

XVI. If one or more minor procedure culminate into major treatment procedures then in that eventuality, package charges would be permissible for major procedure.

XVII. Any legal liability, arising out of such services, shall be the sole responsibility of the concerned hospital and shall be dealt with, by the concerned empanelled hospital. Services must be provided by the hospitals, duly in consonance with the terms and conditions of the agreement.

XVIII. Patient will be referred with a proper referral form, signed by the competent authority.

XIX. Direct admission without referral form, should not be entertained at all except in life saving conditions. Such case may be reported to the competent authority immediately and positively within 24 hours. However, Ex-facto approval shall be given by the competent authority. In case of Ex-facto approval not approved by the competent authority for the reasons of not providing valid justification by the Hospital, responsibility lies with hospital, for any disputes regarding payment.

XX. During the inpatient treatment of beneficiary, the hospital will not ask the beneficiary or his attendant to provide separately the medicine / sundries/equipment or accessories from outside and will provide the treatment within the package rates.

XXI. It shall be the duty and responsibility of the hospital at all times, to obtain, maintain and sustain the valid registration, high quality standard of its services and healthcare and further to have all the statutory/mandatory licenses, permits or approvals of the concerned authorities, as per the existing laws. The RBSK patients must be entertained without any queue/wait.

XXII. The empanelled hospital will investigate/treat the beneficiary patient only for the condition for which they are referred and for any other additional procedure planned, a separate permission would require to be taken. In case of unforeseen emergency of these patients during admission for approved purpose /procedure, necessary life saving measure to be taken and concerned authorities may be informed subsequently with justification.

XXIII. Patients can't be denied treatment on the pretext of non availability of beds, failing which treatment may be arranged from other hospital and extra expenditure incurred on treatment of the patient will be recovered from empanelled hospital against incoming/pending bills/ security money. Refusal either in writing or verbal communication, will form the basis of deduction.

XXIV. After receiving the permission letter, the hospital has to operate the child within 1 month positively and in case of critical cases, even as early as possible.

XXV. Empanelled hospital shall provide the services totally in consonance with the terms & conditions incorporated in the agreement. In case of violation of the provisions of the agreement by the empanelled hospital there will be forfeiture of payment of the incoming/pending bills. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the bills and the NHM reserve the exclusive right to terminate/discontinue the contract at any time of time.

XXVI. Mission Director may, without prejudice to any other remedy and for breach of Agreement, in whole or partly, reserve the right to terminate the contract any point of time. The empanelled hospitals shall not terminate the agreement, without giving three (3) months prior notice. If they do so, in that eventuality, security money deposited by them, will be forfeited.

XXVII. The Institution shall be de-empanelled:-

(i) If the Hospital fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension period thereof, if granted by the NHM Punjab, pursuant to the conditions of Agreement or

(ii) If the Hospital founds engaged in corrupt or fraudulent practices in competing for or in executing the Agreement. Or

(iii) If the Hospital found to be involved in or associated with any unethical illegal or unlawful activities, than in that eventuality, the Agreement would be summarily suspended by the NHM, without issuance of any notice and subsequently the competent authority may terminate the Agreement, after issuing a show cause notice to that effect and after duly considering the reply, if any, received within 10 days of the receipt of the show cause notice. Terms and conditions could be modified, at sole discretion, of the competent authority in NHM Punjab only.

XXVIII. If any dispute or difference of any kind, what so ever arises between the NHM and the Empanelled Hospital pertaining to or arising out of the Agreement, it shall be referred to for arbitration, by the Mission Director NHM Punjab, who will render written award of his decision to the Parties in agreement. Arbitrator shall be appointed by the Mission Director NHM Punjab. The decision of the Arbitrator would be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at office of Mission Director NHM Punjab. Any legal dispute to be settled in ChandigarhOnly.

XXIX. **Miscellaneous:** a) Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principle and Agent between the NHM Punjab and Empanelled Hospital.

b) The Empanelled Hospital shall not represent or project itself, as an agent of the NHM Punjab.

c) The NHM Punjab will not be responsible in any way for any negligence or misconduct of the Empanelled Hospital and its employees for any accident, injury or damage sustained or suffered by the referred RBSK beneficiary or any third party

resulting from or by any operation conducted by or on behalf of the Hospital or rendering its service under this Agreement or otherwise.

d) The Empanelled Hospital shall notify the Government immediately about any material change in their status and their shareholdings or that of any Guarantor of the Empanelled Hospital in particular, where such change would have an impact in the performance of obligation under this Agreement.

e) This Agreement can be modified or altered only on written Agreement signed by both the parties.

f) The termination of Agreement shall not relieve the Empanelled Hospital or their heirs and legal representatives from their liability in respect of the services provided by the Empanelled Hospital during the period when the Agreement was in force and existence.

MISSION DIRECTOR NHM PUNJAB, RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER WITHOUT ASSIGNING ANY REASON THEREOF.

Mission Director

NHM Punjab

APPLICATION FORMAT

(To be submitted duly filled along with documents)

1. Name of the Hospital with complete address
2. Telephone No. _____
3. Fax no: _____
4. Mobile No. _____
6. Name, designation along with contact no's (landline and mobile) of authorized person:
_____ (attach authority letter) _____
7. Category of the hospital CGHS/ JCI/ NABH / NON NABH / Govt. of Punjab Empanelled (attach proof) _____
8. Photocopy of the PAN/TAN number of Hospital _____
9. Whether agree to provide services of the select procedure/ surgeries to RBSK referrals @ RBSK Model costing and terms and conditions specified in the document? (Yes/No)
10. Whether blood bank facility is available in the hospital? (yes/No)
11. No of pediatric ICU Beds _____
12. Whether Pediatric Surgery facility is available in the hospital ? (Yes/No) if yes furnish the following details:
13. No. of operation theatre equipped for pediatric surgery _____
14. List of full time Paediatric surgeon along with anaesthetist employed with the hospital along with their Degrees/certificates:(separate sheet to be attached)
15. List of equipments available in the pediatric surgery unit i.e. name and year of mfg/installed/ functional/not functional: (separate sheet to be attached)
16. List of all para-medical and non- medical staff posted in Pediatric Surgery Unit :- (separate list for para-medical and non- medical staff to be attached)
17. Pleases specify the Number of surgeries done for children at the hospital as per the following format

Paediatric Surgeries

Among children below 6 years of age

Preceding 3 months		Preceding 6 months		Preceding 1 Years
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Among children of 6 years to 18 years of
age

Preceding 3 months		Preceding 6 months		Preceding 1 Years
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