

The Scoop

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Updates on Hospital Administration and more...



A publication of Administrators Section, Christian Medical Association of India

Are Private Hospitals Subject to the RTI Act ?



Hospitals often receive requests for information about other patients under the Right to Information (RTI) Act. Some hospitals decline these requests, arguing that they are private institutions and that the RTI Act applies only to public entities. Others are uncertain about how to proceed with such requests.

Every citizen of India has a right to free speech and expression under Article 19(1)(a) of the Constitution of India. This right not only covers the communication of information but also the receipt of information, as without adequate information, a person cannot form an informed opinion. Thus, the right to know and seek information is an integral part of the fundamental right enshrined under Article 19(1)(a). This right was made available to the citizens of India via the Right to Information Act, which came into force on 12th October 2005.

Brief Overview of the RTI Act

The right to information is defined in Section 2(j) of the Act as the right to information which is held by or under the control of any public authority and includes the right to:

- Inspect work, documents, and records.
- Take notes, extracts, or certified copies of documents or records.
- Take separate samples of materials.
- Obtain information in the form of diskettes, floppies, tapes, video cassettes, or in any other electronic mode, or through printouts where such information is stored in a computer or any other device.

Public authority

As defined in the Act, a "public authority" is any authority or body or institution of self-government established or constituted:

- By or under the Constitution;
- By any other law made by the Parliament or a State Legislature;
- By notification issued or order made by the Central Government or a State Government.
- Bodies owned, controlled, or substantially financed by the Central Government or State Government also fall within the definition of public authority. The financing of the body or the NGO by the Government may be direct or indirect.

Are the Non Governmental Organizations (NGO's) and other Private Organizations covered under the RTI Act? NGOs come under the ambit of 'public authorities' if they are directly or indirectly funded by the Government.

Are Private Nursing Homes and Doctors Obligated to Issue Information Under the RTI Act 2005?

Section 2(f) of the RTI Act provides access to records held by private bodies through regulatory public authorities as ordained by any law in force. Section 2(f) states: "information" means any material in any form, including records, documents, memos, e-mails, opinions, advices, press releases, circulars, orders, logbooks, contracts, reports, papers, samples, models, data material held in any electronic form, and information relating to any private body which can be accessed by a public authority under any other law for the time being in force. With this definition, the right of the citizen is expanded beyond public bodies and extended to private bodies as well, provided there is no legal access.

As per the Clinical Establishments Act, clinics and hospitals are obliged to preserve medical records for three years and must furnish these to district health authorities on demand. This provides legal access to the health records of clinical establishments through district health authorities under the RTI Act 2005.

The Chief Information Commission, in the case of Nisha Priya Bhatia vs. Institute of Human Behaviour and Allied Sciences GNCTD, has stated that the patient's right to obtain his medical record is not only protected under the RTI Act, but also under the regulations of the Indian Medical Council, which is based on world medical ethics, and also as a 'consumer' under the Consumer Protection Act 1986.

In the case of Shri Prabhat Kumar v. Directorate of Health Services GNCTD, Delhi, the appellant claimed that the death summary of his father prepared by a team of doctors led by Dr. Vivek Nangia of Fortis Hospital was insufficient, unsatisfactory, ambiguous, vague, and did not have complete facts. He sought the complete Death Summary Report and disclosure of the real facts and circumstances leading to his father's death under the RTI Act. The CIC directed Fortis Hospital to furnish certified copies of the entire medical record, including a note explaining the cause of death of the father of the appellant, and certified copies of documents based on which the causes were ascertained. Rejecting the claim by Fortis Hospital, the CIC held that malpractice by private hospitals amounted to medical terrorism.

Records Can Be Requested Only for the Prescribed Retention Period

In the case of non-availability of records after the prescribed retention period, the Chief Information Commission has held in T.V. Varghese vs. BSNL that: "When the records are not available due to the expiry of the period of preservation according to the departmental rules for destruction of old records, there is no question of providing such information even if the disclosure of such information is not prohibited under Section 8(1)(j) of the RTI Act."

If Information Is Not Available, It Is Not Obligatory to Create Information for Dissemination

The Chief Information Commission, in Vibhore Dileep Barla v. Central Excise and Customs, has held that: "If a public authority does not hold the information or the information cannot be accessed by it under section 2(f), or if the information is non-existent, the public authority cannot provide the same under the Act. The Act does not make it obligatory on the part of the public authority to create information for dissemination."

Sub-Judice Information Relating to Pending Proceedings Should Be Requested Through the Court or Tribunal

On the tendency to request information under RTI in sub judice cases, the Chief Information Commission, in R K Moraraka v. Central Bank of India, has held that: "This commission has consistently taken a view that if the information sought relates to a pending proceeding before a competent court/tribunal, then the said information should be obtained only through the court/tribunal and not under the provisions of the RTI Act."

Therefore, it is clear that information can be requested from private hospitals and medical practitioners through regulating public authorities. All clinical establishments are obliged to issue medical records or information pertaining to the preservation period as per various statutes applicable to them.

Prepared based on the article by Dr. J K Gupta, National Chairman, Indian Academy of Pediatrics Medicolegal Chapter.

MINORITY STATUS

RIGHT OF MINORITY TO ESTABLISH AND ADMINISTER EDUCATIONAL INSTITUTIONS

Article 30(1) of the Constitution of India provides for linguistic and religious minorities a fundamental right to establish and administer educational institutions of their choice. The National Commission for Minority Educational Institutions Bill, 2004 was passed by both the Houses of Parliament and received the assent of the Hon'ble President. It came on the Statute Book as THE NATIONAL COMMISSION FOR MINORITY EDUCATIONAL INSTITUTIONS ACT, 2004 (2 of 2005).

The National Commission for Minority Educational Institutions (NCMEI) Act has been enacted to safeguard the educational rights of the minorities enshrined in Article 30(1) of the Constitution. The Commission is a quasi-judicial body and has been endowed with the powers of a Civil Court to discharge its functions under the Act. The commission has three main roles namely adjudicatory, advisory and recommendatory.

Minorities in the Country

The term "Minority" is not defined in the Indian Constitution. However, the Constitution recognises religious and linguistic minorities. The Central Government has notified six religious minority communities viz. Muslim, Christian, Sikh, Buddhist, Parsi and Jain.

Minority Educational Institutions can approach NCMEI

- To obtain a Minority Status Certificate (MSC).
- For appeal against State authorities on being aggrieved by the order of rejection of NOC application by the State/UT (Section 12A) or refusal to grant minority status certificate (Section 12 B).
- For resolving disputes regarding affiliation/deprivation and violation of rights of minorities to establish and administer the institutions of their choice.

Baptist Christian Hospital, Tezpur is one of the fast growing units of EHA with focus on clinical services, research, community programs, community college, casualty, and well-equipped ICU. The School of Nursing received Minority status under NCMEI.

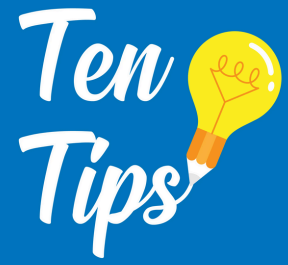
What do you mean by Minority Educational Institution

"Minority Educational Institution" means a college or an educational institution established and administered by a minority or minorities.

What should be the aims and objects of the Society/Trust for obtaining Minority Status Certificate

The Commission insists that the Memorandum of Association (MOA) of the Society or Trust Deed should clearly indicate that the object of the society/trust is "to establish and administer educational institutions primarily for the benefits of the Muslim/Sikh/Christian/Bodh/Parsis/Jain (as the case may be) community and also the society at large". While making application to the Commission, it may be ensured that the MOA/Trust Deed clearly indicate above objects.

How to Prepare an Effective Capital Purchase Order?



When making a purchase order to procure a capital item such as equipment, machinery, plant, or an instrument, there are certain essential aspects to be considered, discussed, and documented to avoid confusion and disagreement later.

1. Confirmation: The seller should acknowledge receipt of the P.O within --- days (generally seven days) following the mailing of the P.O. This acknowledgment confirms acceptance of the P.O in its entirety without exception. Failure to acknowledge will be deemed as acceptance, unequivocally.

2. Delivery: Unless otherwise specified in the Agreement, all deliveries of Products should be made at the respective address of the Buyer's premises for domestic shipments and at the respective address of the Buyer for international shipments. The seller must deliver the Products and/or complete the Services specified in the Agreement on or before the Delivery Date. Time is of the essence in the performance of the seller's obligations under the Agreement. The Buyer may be responsible for insuring shipments and will not be responsible for the cost of any insurance purchased by the Seller covering shipments. Demurrage, penalties, etc., resulting from delays in delivery/dispatch are the Seller's responsibility.

3. Title and Risk of Loss: The seller warrants that it has good and clear title, free from any security interest, lien, or other encumbrance, to all Products to be delivered to the Buyer. Title and risk of loss or damage to the Products pass to the Buyer upon delivery, subject to the Buyer's right to reject non-conforming Products.

4. Inspection and Acceptance: Final inspection of Products delivered shall be made at the Buyer's premises. The Buyer may inspect

Products or Services in progress with reasonable advance notice to the Seller. The Buyer generally accepts Products or Services within sixty (60) days after receiving them. Non-conforming Products must be returned to the Seller at the Seller's expense for repair, replacement, or refund.

5. Warranties: The Seller warrants that all Products delivered and Services provided under the Agreement shall be free from defects in workmanship and material and fit for their intended purposes. Furthermore, all Products and Services shall strictly conform to the requirements stated in the Agreement and all other specifications furnished by the Buyer. The warranty period shall be one year after the Buyer's Acceptance of Products delivered or Services performed. The Seller also warrants that all Products and Services delivered shall be free of any claim that they infringe any patent, copyright, trade secret, or other intellectual property right of any third party, except insofar as such claims are based solely on Seller's literal compliance with Buyer's written specifications.

6. Termination; Cancellation: The Buyer retains the prerogative to terminate any Agreement, provided notice is given at least two business days before the earliest Delivery Date outlined in the original Agreement. Upon such termination, the Seller is required to promptly inform the Buyer of any applicable cancellation charges, as delineated in the terms and conditions specified in the initial quotation. The Buyer commits to settling reasonable cancellation charges within forty-five days of receiving written notification from the Seller. It's important to note that the

buyer reserves the right to cancel without incurring charges if the Seller fails to fulfil its obligations within the stipulated timeframe or if there are substantial misrepresentations or omissions in the Seller's assertions.

7. Liability: The liability of the Buyer to the Seller is expressly limited to the total amount paid by the Buyer to the Seller within the preceding six-month period. Under no circumstances shall the Buyer be held liable for incidental, indirect, or consequential damages, except where such liability is mandated by applicable law.

8. Changes: The Buyer possesses the authority to initiate alterations within the framework of the Agreement, encompassing modifications to drawings, designs, quantities, delivery locations, or schedules. The Seller is entitled to request adjustments in pricing or delivery schedules within thirty days of such alterations if they affect the cost or timeline of performance. Failure to timely request adjustments shall not absolve the Seller from fulfilling its obligations as per the revised Agreement.

9. Indemnification: The Seller is obligated to indemnify, defend, and hold harmless the Buyer, its affiliates, and customers against losses stemming from breaches of warranties or negligence on the Seller's part. The Buyer may choose to participate in the defense or settlement of any claims and reserves the right to withhold payments to cover its costs. Any settlement must receive the Buyer's explicit written consent.

10. Buyer Property: All property utilized by the Seller in conjunction with the Agreement remains the sole property of the Buyer. The Seller is responsible for clearly marking and insuring said property at its own expense. The Buyer retains the right to inspect or retrieve the property at any time without incurring additional charges. The Seller must return all Buyer-owned property upon request, covering all associated expenses.

- prepared by Sunny Kuruvilla



A letter of credit is essentially a written assurance from a bank ensuring that a buyer's payment to a seller will arrive punctually and for the correct sum. If, for any reason, the buyer can't fulfil their payment obligation, the bank steps in to cover either the entire purchase amount or the outstanding balance. Essentially, it operates as a form of financial support, almost like a loan facility.

In the realm of international commerce, where distance, diverse legal systems, and the challenge of personally knowing each party involved come into play, letters of credit have emerged as a crucial tool. They provide a safety net for both buyers and sellers, mitigating risks inherent in cross-border transactions.

Now, let's clarify the difference between a bank guarantee and a letter of credit. Both are pledges made by financial institutions, assuring that a borrower can repay a debt, regardless of their financial circumstances. These assurances serve to minimize risk and bolster confidence in transactions, but they function differently and are suited to different scenarios.

A bank guarantee is essentially a commitment from a lending institution to cover a debtor's repayment shortfall if they're unable to settle their debt. On the other hand, letters of credit, serving as financial assurances on behalf of one party in a transaction, hold particular significance in the realm of international trade.



The Shrewd Manager

Why Did Jesus Compliment Him?

LUKE 16



In Luke 16:1-13, Jesus shares the Parable of the Shrewd Manager, imparting crucial lessons for healthcare leadership. A manager, facing dismissal for mismanagement, shrewdly reduces debts owed to his master to secure his future. This story emphasizes stewardship, prudence, and ethical resource management essential for healthcare leaders.

Healthcare leaders manage complex systems with critical human and material resources. The manager's foresight and resourcefulness in the parable mirror the strategic thinking required in healthcare.

Shrewdness in Action: The manager's astute, albeit ethically dubious, actions demonstrate a deep understanding of his situation. For healthcare leaders, this means navigating complexities, optimizing resources, and anticipating future challenges.

Commendation and Ethical Reflection: Jesus praises the manager's strategic acumen, highlighting the importance of wisdom and prudence. Healthcare leaders must balance strategic planning with ethical reflection, ensuring efficiency and resourcefulness while upholding integrity.

Lessons for Healthcare Leaders

- *Strategic Foresight:* Anticipate future trends and challenges through proactive planning to ensure sustainability and efficiency.
- *Effective Stewardship:* Manage financial, personnel, and medical resources judiciously to enhance patient care and outcomes.

- *Effective Stewardship:* Manage financial, personnel, and medical resources judiciously to enhance patient care and outcomes.
- *Building Relationships:* Foster strong relationships with stakeholders—patients, staff, suppliers, and the community—to build a resilient healthcare system.
- *Ethical Leadership:* Align actions with ethical standards, balancing resource optimization with core values of care, compassion, and integrity.
- *Long-Term Perspective:* Prioritize long-term goals over short-term gains for sustainable, high-quality patient care and organizational integrity.

Application in Healthcare

Consider a healthcare leader facing budget cuts. Like the shrewd manager, the leader must act strategically. This might involve reallocating resources to critical areas, investing in preventive care to reduce future costs, or adopting innovative technologies to improve efficiency. Maintaining transparent communication and ethical standards throughout this process is crucial to sustaining trust and morale within the organization.

Conclusion

The Parable of the Shrewd Manager offers invaluable insights for healthcare leaders. It challenges them to be wise stewards, strategically minded, and ethically grounded. By embodying these principles, healthcare leaders can navigate the complexities of their roles effectively, ensuring their decisions and actions contribute to the well-being and sustainability of their organizations.

- Compiled by Ms. Elsy John, Secretary, Administrators Section

125
YEARS

Kachhwa Christian Hospital



Kachhwa Christian Hospital (KCH) holds a significant place within the Emmanuel Hospital Association group, likely ranking among Uttar Pradesh's four oldest hospitals. It's remarkable how God's plans unfold, as Kachhwa, a humble village in Eastern Uttar Pradesh, was chosen over 125 years ago for a special purpose. Dr. Robert Ashton, representing the London Missionary Society, was instrumental in founding this hospital. As we commemorate the financial year 2023-24, we celebrate 125 years of KCH's service to the community. Throughout its rich history, KCH has experienced both triumphs and challenges, yet its mission has endured, guided by divine providence. From the London Missionary Society to the Bible Churchmen's Missionary Society (BCMS), and now the Emmanuel Hospital Association, various organizations have provided oversight, sustaining its mission.

During the BCMS era, under Dr. Neville Everard's leadership, KCH flourished, expanding to 150 beds, establishing a nursing school, and operating multiple satellite clinics. Despite facing daunting obstacles in the early 2000s, the arrival of Dr. Raju Abraham and Mrs. Catherine Abraham in 2002 marked a renaissance, infusing new vision and holistic approaches.

Today, as a 25-bed facility, KCH serves over 160,000 individuals in Majhwa Block, Mirzapur District. Beyond medical care, our outreach extends to community health and development initiatives, uplifting the disadvantaged. We're proud of our vibrant community, where individuals strive to walk in faith and love, offering mutual support.

In celebration of our milestone, we've initiated three impactful projects:

1. Solar Power Plant: Recognizing the need for sustainable energy amidst rising costs and frequent outages, we've installed a 50 KW solar power plant, thanks to the generous donation from EMMS. This initiative not only powers our hospital but also aligns with our commitment to environmental responsibility.
2. Project 'RIHAYI' ('Deliverance'): Oral cancers, often linked to tobacco abuse, pose a significant health challenge in our region. Project 'RIHAYI' focuses on tobacco cessation and preventive oncology, targeting prevalent cancers such as oral, breast, and cervical. Early detection and intervention are vital, particularly for the underserved who struggle to access timely care.
3. Physio Therapy Centre: Many in our community silently endure treatable ailments due to limited access to therapy. Our newly established Physio Therapy Centre aims to address these needs, providing care to vulnerable groups, including children with disabilities.

As we reflect on God's blessings, we're grateful for the opportunity to serve the marginalized and aspire to deepen our impact within the community. Together, as a unified team, we look forward with hope to the unfolding of God's plan, knowing that we are partners in this sacred mission.

- Shankar Ramachandran, Managing Director,
Kachhwa Christian Hospital

In the hospital environment, the terms "safety" and "security" are frequently used, sometimes interchangeably, yet they hold distinct meanings:

1. Safety: Safety revolves around shielding individuals and property from accidental harm or peril. It encompasses practices and precautions designed to prevent accidents, injuries, or damage. Safety spans various realms, including personal, occupational, public, and environmental safety. For instance, ensuring fire safety in workplaces involves adequate training, safety gear, and protocols to avert mishaps.

2. Security: Conversely, security pertains to shielding against deliberate threats or risks, such as theft, vandalism, terrorism, or unauthorized access. It focuses on safeguarding assets, information, or individuals from intentional harm



or disruption. Security measures encompass physical aspects like locks, barriers, and surveillance, as well as cybersecurity measures such as firewalls, encryption, and access restrictions. In essence, safety addresses protection against accidental occurrences, whereas security addresses defense against intentional harm or threats. Both safety and security measures are pivotal for safeguarding the well-being and interests of individuals, organizations, and communities.

Fire Safety Checklist

- Firefighting equipment, including wet risers, hydrants, automatic sprinklers, fire alarm systems, and fire extinguishers of all types and sizes, should be available as per the table below (adapted from NBC 2016).
- An operational and maintenance plan for firefighting equipment, including the refilling of extinguishers, should be in place.
- Up-to-date fire drawings should be available. Where applicable, the fire drawings should also specify the location of fire dampers.
- Fire detection and smoke detectors should be installed across all floors. The detectors must be tested for functionality at regular intervals, and records should be maintained.
- A central fire alarm system should be installed at a location staffed 24/7.
- A fire exit plan should be available for each floor. Exit doors should be openable and free from any materials that could obstruct the way.
- Fire exit signage on all floors should be well-illuminated or self-glowing, as per NBC guidelines.
- An emergency illumination system should be in place in case of a power outage.
- A designated place for the assembly of patients and staff in case of a fire should be established.
- Mock fire drill records and a schedule for conducting drills should be maintained.

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Lazarus Effect

Did
you
know?

The Lazarus effect is when someone a healthcare provider has declared dead suddenly regains blood flow and appears to come back to life. The medical term for this phenomenon is "autoresuscitation," which refers to the return of spontaneous circulation after cardiopulmonary resuscitation (CPR) has ended. Most people don't survive for long after the brief return of blood flow. The Lazarus effect is rare in medical literature. However, the possibility of the dead coming back to life holds a much larger place in popular culture. The name "Lazarus" refers to the Biblical story of Jesus bringing a man back from the dead.

But this term is a bit misleading in the context of medical autoresuscitation. That's because people who experience the Lazarus effect don't actually die and resurrect. Instead, their vital signs indicate their organs have stopped functioning when in fact there's just a delay in the return of blood flow after CPR. This delay makes it look like a person has died and then come back to life.

Other names for the Lazarus effect include:

- Lazarus phenomenon.
- Lazarus syndrome.
- Autoresuscitation after failed cardiopulmonary resuscitation.

<https://my.clevelandclinic.org/health/articles/24876-lazarus-effect>

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- Share insights about your institution, best practices, informative resources, statutory impacts, photographs, and more. We're interested in hearing from you!

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Advocates and Medical professionals

The Supreme Court ruled on 14th May that advocates cannot be held liable under the Consumer Protection Act of 1986 for deficiency in service. The court ruled that a complaint to this effect against an advocate was not maintainable before a consumer forum. A bench comprising Justice Bela Trivedi and Justice Pankaj Mithal was hearing an appeal against a 2007 ruling by the National Consumer Disputes Redressal Commission (NCDRC), and overturned the commission's ruling.

The court also indicated that its 1996 decision that held medical professionals accountable under the Consumer Protection Act may need to be revisited. It suggested that the definition of 'services' under the Act, which includes the medical sector, be reexamined. The issue will be referred to Chief Justice DY Chandrachud to be placed before a larger bench for further consideration.

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