



भा.कृ.अनु.प- केन्द्रीय मीठाजल जीवपालन अनुसंधान संस्थान  
I.C.A.R-Central Institute of Freshwater Aquaculture



कौशल्यागंगा, भुवनेश्वर-751002, ओडीशा / Kausalyaganga, Bhubaneswar-751002, Odisha

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F.No. 509/CIFA/ESTT/2017/5523  
Dated July 19, 2019

To  
M/s. Hi-Tech Medical College & Hospital  
Pandara, Rasulgarh, Bhubaneswar, Odisha-751025  
tripathy.hmch@gmail.com

**Sub: Empanelment of Hospital for Cashless treatment at CGHS rates under CS (MA) Rules for the beneficiaries of ICAR-CIFA, Bhubaneswar-reg**

- Ref:** (i) Your consent email Dt: 22 May, 2019  
(ii) Ministry of Health and Family Welfare, Govt. of India O.M.No.Z15025/105/ 2017/ DIR/CGHS/EHS dated 09.11.2017 regarding procedure for treatment at private empaneled under CGHS/ CS (MA) rules, 1944 endorsed by vide ICAR endorsement No. GAC-21-46/2017-CDN dated 30<sup>th</sup> November 2017.  
(iii) Your letter dated 12.07.2019 along with Agreement.

Sir,

I am to inform that the competent authority at ICAR-CIFA, Bhubaneswar has very kindly approved the proposal for empanelment of your hospital (recognized under CGHS) for cashless treatment at CGHS NON-NABH rates, for the beneficiaries of the ICAR-CIFA, Bhubaneswar, with reference to the communications cited under reference above.

Accordingly, the copy of the duly signed MoU is attached for your information and necessary action.

Thanking you,

Yours faithfully,

  
Asstt. Administrative Officer (Estt-I)

Encl: as above

Copy to:

- Sr. Admn. Officer/ Administrative Officer / Finance and Accounts Officer/ Medical Officer, ICAR-CIFA Dispensary/ Drawing and Disbursing Officer/ All AAOs/ PS to Director/ Secretary (SS), IJSC



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MEMORANDUM OF UNDERSTANDING

✓ An agreement made and entered into this day of 19<sup>th</sup> July 2019 between The Director, Central Institute of Freshwater Aquaculture (ICAR-CIFA) (Here in after called "ICAR-CIFA" which expression, unless repugnant to or excluded by context, shall include its successors-in-office and assigns) on ONE PART,

AND

✓ Hitech Medical College & Hospital, Health Park, Pandara, Bhubaneswar, 751025, Odisha (Here in a after called "Hospital" which expression unless repugnant to or excluded by context, shall include it legal Representative Successors and assigns) on the OTHER PART.

✓ WHEREAS Hitech Medical College & Hospital, Bhubaneswar has been recognized /empanelled CGHS rules, and ICAR-CIFA is eligible to avail the medical facilities of Hitech Medical College & Hospital as per CS (MA) rules vide GOI Decision No.12 under OM No.14021/06/2005-MS Dated 4<sup>th</sup> January, 2007, and the Hospital has agreed to extend their facilities & services for treatment of the employees of ICAR-CIFA and their family members at per other central govt. employees as per the terms and conditions under



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DIST. TREASURY  
BHUGANESWAR  
09 JUL 2019  
ADDL. TREASURY OFF.

BANARAS  
STAMP VENDOR  
BESWAR COURT

**CS(MA)** Rules read with CGHS as per ICAR endorsement No. GAC-21-46/2017-CDN dated 30<sup>th</sup> November 2017, with Ministry of Health and Family Welfare, Govt. of India O.M. Z/15025/105/2017/DIR/CGHS/EHS dated 30 November 2017, regarding procedure for treatment at private empaneled under CGHS/ CS (MA) rules, 1944. NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS-

1. **Hitech Medical College & Hospital, BHUBANESWAR IS RECOGNIZED/ empanelled** subject to condition that the hospital will provide medical treatment to the employees of **ICAR- CIFA** and their family members, with their in-patient or Outpatient departments on credit basis/ cashless basis.
2. **It will charge the ICAR-CIFA employees of their family members** within the ceiling limits as described and contained in the schedule of approved charges, which are detailed in CGHS (non-NABH rates). In absence of CGHS rates, for any procedure/ treatment/ medicine/ non-medical items, the rates charged from **ICAR- CIFA** beneficiaries, shall be at concessional<sup>rate</sup> of **10%** on the general tariff of the Hospital. However, such non-admissible / non-listed procedures, medicines and non-medical items shall be on chargeable basis from respective patients. The Hospital shall collect such charges from patients directly before preferring the bill for admissible charges / items to ICAR-CIFA for payment.
2. (a) For outdoor treatment the Hospital will extend the facilities on payment by beneficiaries' basis as per the CGHS rates and norms.
3. It shall, in no event, charges an amount more than the amount agreed to (whose details are given under CGHS) from any ICAR- CIFA employee or member of his family for a period of **agreement** from the date of signing of this agreement or until such time the prescribed rates are revised by the Central Government.
4. If the general tariff/charges for various procedures of the Hospital are lower the rates fixed by the CGHS, the charges/reimbursement would be at the general tariff of the hospital.
5. It shall not discriminate in providing the facility and treatment in any whatsoever to the ICAR- CIFA employee receiving treatment in the hospital compared to any other patient of equal status and coming for treatment in hospital.
5. (a) For availing the medical treatment (both under OP as well as IP) the employee is expected to produce the valid identity card or authorization letter issued to him/ her by ICAR- CIFA. The Hospital is to issue the prescriptions,



cash bills/receipts for the consultation fees, procedures/ laboratory tests, medicines etc, and furnish the essentiality certificate signed by the Doctor or the authorized medical practitioner of the Hospital, duly countersigning the annexure/ cash bill attached to the certificate/ bill, so as to enable the office (in case of Indoor treatment) to process the bills for payment to hospital and to employee (in case of paid outdoor treatment) to claim the reimbursement from the office of **ICAR- CIFA** Bhubaneswar .

(b) In emergency, the recognized private hospital shall not refuse admission or demand an advance payment from the **ICAR- CIFA**, employee or his family member and provide credit facilities to the patient on production of a valid identity card/ Authorization letter, under intimation to **ICAR- CIFA** and provide necessary medical treatment (including medicines, surgical instruments etc. if it covers under package deal rate of CGHS) to him/ her or family members, as per CGHS approved rates and the hospitals shall submit the bill for reimbursement to the **ICAR- CIFA**, Kausalyaganga Bhubaneswar together with necessary essentiality certificates. In respect of any item of expenditure/ procedure is not covered under CGHS specific approval from ICAR- CIFA may be obtained in advance, if advance payment in cash is not made for that item/ procedure.

6. The Conditions of emergency are as under-

- a) Acute Coronary Syndromes (coronary Artery By-pass Graft/ Percutaneous Transluminal coronary Angioplasty) including Myocardial Infarction Unstable Angina, Ventricular Arrhythmias Paroxysmal Supra Ventricular Tachicardia, cardiac tamponade, Acute Left Ventricular Failure/severe congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and stroke Attack, Acute Aortic Dissection.
- b) Acute Limb Ischemia, Rupture of Aneurism, medical and surgical shock and peripheral Circulatory failure.
- c) Cerebro Vascular Attack- Strokes, sudden Unconsciousness, Head Injury, and Respiratory Failure decompensate Lung Disease, Cerebro Meningeal
- d) Acute Abdomen
- e) Road Traffic accident/ with Injuries Including fall.
- f) Acute Poisoning
- g) Acute Poisoning
- h) Acute Abdomen in female Including Acute Obstetrical and Gynecological Emergencies.
- i) Heat stroke.



7. The Hospital shall provide access to the financial and medical records for own assessment and review by medical and financial auditors of the **ICAR- CIFA** as and when required and the decision Of **ICAR- CIFA** on necessity or requirements shall be final.
8. The Hospital shall also provide reports/certificates in the prescribed format to **ICAR-CIFA** in respect of the beneficiaries treated on monthly basis before the 10<sup>th</sup> day of succeeding calendar month. In respect of treatment/ medical attendance given to the employee of **ICAR-CIFA** credit at CGHS rates, the claims shall be preferred within 60 days on expiry of the treatment.
9. Any liability arising out due to any default or negligence in providing treatment or in the performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect in rendering such services.
10. In case any complaint or overcharging, the **ICAR- CIFA** may, after factual enquiry terminate this agreement made with **Hitech Medical College & Hospital**, Bhubaneswar any notice, and this shall be with any prejudice to any other action to be taken as per terms contained herein including recovery of the overcharged amount.
11. During in-patient Department (IPD) treatment of the **ICAR- CIFA** employees, the hospitals would not ask the **ICAR- CIFA** employee to purchase separately the medicines form outside but bear the cost of its own as the package deal rate fixed by the CGHS Including the cost of Drugs, Surgical Instruments and Other Medicines ets...,
12. This agreement contains the entire terms & conditions agreed to between two parties and nothing outside this agreement shall be valid and binding. This agreement can be modified or altered only on written agreement signed by both the parties.
13. The agreement shall remain in force for a period of **THREE YEARS or DURATION OF EMPANELLMENT WITH CGHS, whichever is earlier.**
14. The agreement may be terminated by ONE MONTH'S CALENDAR NOTICE In writing and the notice given by **ICAR- CIFA** shall be valid if given and signed by the Director **CIFA** Kausalyaganga bhubaneswar.
15. Should the hospital get wound up or partnership is dissolved, the **ICAR- CIFA** shall have the power terminate the agreement but termination of the agreement shall not relive the hospital or their and legal representatives from legal liability in respect of their services provided by the hospital during the period when the agreement was in force.



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16. The **ICAR- CIFA** shall have a lien and also reserve the right to retain and set off against any sum, which may, from to time to time be due to, and payable to the hospital hereunder, any claim which **ICAR- CIFA** may have against the hospital under this or any other agreement.
17. The **ICAR- CIFA** shall be at liberty at any time to terminate this agreement on giving 24 hour's notice in writing to the hospital for breach of any of the terms and conditions of this agreement and the decision of the Director, **ICAR- CIFA** in this regard shall be final.
18. In the event of any bribes, commission, gifts/advantage being given, promised or offered by or on behalf of the hospital or any of them for their agent or servant or for anybody else on their behalf to any officer, servant or representative of the **ICAR- CIFA** or any member of their family in relation to the obtaining or execution of this or any other rights and remedies be entitled notwithstanding any criminal liability which the hospital may incur, cancel this agreement and may other agreement entered into by the hospital with the **ICAR- CIFA** and to recover from the hospital any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the director, **ICAR- CIFA** in such manner, and in such evidence or information as he/she think fit and sufficient and his/her decision shall be final and conclusive.
19. Subject to as otherwise, provided in this contract, all notice may be given by the Director **ICAR- CIFA** or any officer for the time being entrusted with the functions and power of the said Director **ICAR-CIFA**, Kausalyaganga, Bhubaneswar.
20. The administrative cost and all expenses incidental to the preparation and stamping of this agreement shall be borne by the hospital.
21. In the of any question, dispute or difference whatsoever at any time arising under the conditions of agreement or in any other manner under this agreement or in any way relating thereto or the true meaning or interpretation of any of the provision there of (except as to any matters for which the decision is specifically provided for in the conditions of the agreement).the same shall be referred to for decision to a a sole arbitrator, who shall be, appointed by the director, **ICAR-CIFA** and the decision shall be final binding on both the parties. it will not be an objection that the arbitrator is a Govt. servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Govt. servant he has expressed views on all or any the matters in question, dispute of difference.



22. In the event of the arbitrator by the Director of ICAR- CIFA dies/ neglects/ refuses to act or resigns or being incapable or unable to act for any reasons, whatsoever, it shall be lawful for the Director of ICAR-CIFA to appoint another arbitrator in place of outgoing arbitrator. Subject as aforesaid, the Arbitration and conciliation Act, 1996 or any modification on or replacement and the rules there under any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
23. All notice and reference hereunder shall be deemed to have been duly served and given to the hospital if delivered to the hospital or their authorized agent or left at consent by registered post to the address stated here in before and to the ICAR- CIFA if delivered to the Director, ICAR-CIFA or sent by registered post or left at his office hours on any working day.
24. The original copy of his this agreement shall be kept at the office of the Director ICAR-CIFA, Kausalyaganga Bhubaneswar and a true copy shall be retained in the office of the hospital.

**Authorised Signatory**

**For ICAR-CIFA, Bhubaneswar**

  
**निदेशक/DIRECTOR**  
 भा.क.अनु.प.-सीफा, कौसल्यागंगा  
 ICAR-CIFA, Kausalyaganga  
 भुवनेश्वर-751002  
 Bhubaneswar-751002

Director

**Authorised Signatory**

**For Hitech Medical College & Hospital**





**Chief Executive Officer**

**Witnesses**

1. Arunima Ku. Prusty  
 AAO, ICAR-CIFA, Bhubaneswar
2. Manoj Kumar Maharana  
 ASSTANT, ICAR-CIFA,

1. Prasanna Kumar Bapali  
 S/o Late Padma Lochan Bapali  
 S/o, Maatri Vihar  
 Bhubaneswar.
2. Dr. D. Mishra  
 (Dibakar Mishra)  
 S/O. Niranjana Mishra  
 307, Susatka Regency  
 Hospital, Bhubaneswar.

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