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MEMORANDUM OF AGREEMENT

An agreement made and entered into this day of 10/08/2018

BETWEEN

The Director General, Central Reserve Police Force, New Delhi acting through _____, IGP, CRPF, Odisha Sector (hereinafter called "CRPF" which expression, unless repugnant to or excluded by context, shall include its successor-in office and assigns) of the One Part.

And

Mr. Jyotirmaya Panda, Chief Operating Officer & the authorized signatory of Hi-Tech Medical College & Hospital, Bhubaneswar under Vigyan Bharati Charitable Trust, Health Park, Pandara, P.O- G.G.P Colony, Rasulgarh, Bhubaneswar-751025 (hereinafter called "HMCH" which expression unless repugnant to or excluded by context shall include its legal representative, successor, and assigns) of the other part.

WHEREAS, HMCH had agreed to provide cashless treatment to CRPF Personnel and their families (as per Central Government rules) covered under Central Services (Medical Attendants) Rules 1944/CGHS Rules under arrangement of recognition given to the HMCH by DGHS (Directorate General Health Services) of Ministry of Health, Govt. of India for treatment of serving CRPF personnel and members of their families.

U. G. S.

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[Signature]

Chief Operating Officer
Hi-Tech Medical College & Hospital
Rasulgarh, Bhubaneswar-25

WE THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. The HMCH is recognized under state/CGHS as authorized medical attendant/referral hospital for treatment of its beneficiaries and members of their families subject to the conditions hereinafter mentioned from the date of signing of this agreement by both the parties.
2. It will charge the CRPF beneficiary or his/her family members within the ceiling limits as described and contained in the scheduled of approved Charges which are detailed in Annexure-1 attached to the Ministry of Health and family Welfare, Government of India, O.M No. REC-1-2004/jd(GR)/CGHS/BBSR/CGHS(P) Dated 07/02/07 *as amended from time to time*.
3. It shall in no event charge an amount more than the amount agreed to whose details are given in the above Annexure-1 from any CRPF beneficiary or the member of his/her family for a period of one year from the date of signing of this Agreement or until such time the prescribed rates are revised by the Central Government.
4. If the hospital normally charges rates for various procedures which are lower than the rates fixed by the Central Governments, reimbursement would be at the actual rates charged by the hospital and not exceeding the approved rate of the Central Government.
5. It shall not discriminate in the provisions of the facility and treatment in any manner whatsoever against the CRPF beneficiary receiving the treatment in hospital as compared to any other patient of equal status and coming for treatment in the hospital.
6. In emergency HMCH shall not refuse admission or demand for an advance from the CRPF beneficiary or his/her family member and provide credit facilities to the patient on production of a CRPF I/CARD and a referral letter from the notified CRPF authority may not be insisted upon from him. However, after admission in hospital authority will inform the notified CRPF authority who in turn will send the referral letter. In case of family members, the CRPF medical Identity Card issued by CRPF authority will be produced by the patient.
7. The condition of emergency are as under:
 - a. Acute Coronary Syndrome (Coronary Artery By-pass Graft / Percutaneous Transluminal Coronary Angioplasty). Including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure/severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke Adam attack, Acute Aortic dissection and all other conditions requiring specialized treatment and diagnostic procedures for cardiology and cardio thoracic surgery.
 - b. Other procedures like ERCP, peripheral angioplasty, CT Angio, PET scan, laser surgery for DVT, Knee replacement, Hip replacement, Trauma Management etc.
8. The HMCH shall provide access to the financial and medical records for own assessment and review by the medical and financial auditors of the Central Government/CRPF, as and when required and the decision of Central Government/CRPF on necessity or requirement shall be final.
9. The hospital shall also provide reports in the prescribed forms to the CRPF in respect of

11. In case of any complaint of overcharging, the CRPF may after factual enquiry, de-recognize HMCH and decision of CRPF shall be final without any notice and this shall be without any prejudice to any other action to be taken as per the provisions herein contained, including recovery of overcharged amount.
12. During In-patient Department (IPD) treatment of the CRPF beneficiary, HMCH would not ask the beneficiary to purchase separately the medicines from outside but bear the cost at its own as per the package deal rate fixed by the CGHS at ANNEXYRE-1 of the OM dated 07.02. 2007 including the cost of drugs, surgical instruments, other medicines etc.
13. On production of CRPF Identity Card and a valid referral by the CRPF beneficiary, the HMCH hospital would provide credit facilities for CRPF beneficiaries or his family members subject to the condition that before commencement of the procedure /treatment the CRPF employee is required to submit a signed Medical Form-97(under provision of CS (MA) Rules 1944/Medical-2004 from set (for CGHS beneficiary) duly filled in. On completion of the procedure/treatment the reimbursement claim for the amount at approved rates of CGHS/CS(MA) Rules pertaining to the procedure /indoor treatment with essentially certificates A or B as the case may be duly filled in along with relevant bills/invoices signed/countersigned by the hospital authority and the Med form 07/CGHS Medical 2004 from(as applicable) be directly sent to the office of the DIG(Medical) CH-CRPF, Bhubaneswar, who will process the reimbursement claim through respective H.O.O/controlling authority for payment to the hospital concerned within 60 days. Any amount exceeding the approved CGHS/CS(MA) rules rates, will be charged by the hospitals from the patient/his/her family and will not claim such amount from, CRPF under any circumstances.
14. Any other services provided by the hospital to the beneficiaries not included in the package deal but essential for recovery from illness, payment for such services should be realized by the hospital from the beneficiaries before discharge from the hospital.
15. This agreement contains the entire terms and conditions between the two parties and nothing outside this agreement shall be valid and binding, this agreement can be modified or altered only in written agreement signed by both parties.
16. The agreement shall remain in force for a period of one year if not terminated before and as given in clauses 11.17.18.20 and 21.
17. The agreement may be terminated by one calendar month's notice in writing and notice given by the CRPF shall be valid if given and signed either by DG. Or IG, Odisha Sector on his behalf can sign the notice of termination.
18. Should the hospital wind up, the CRPF shall have the power terminate the agreement, but termination the agreement shall not relieve the hospital or their heirs and legal representatives from the legal liability in respect of the services provided by the hospital during the period when the agreement was enforce.
19. The CRPF shall have lien and also reserve the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the CRPF may have against the hospital under this or any other agreement.
20. The CRPF shall be at liberty at any time to terminate this agreement by giving one month

21. In the event of any bribed, commission, gifts or advantage being given promised or offered by or on behalf of the hospital or any of them for their agent or servant or anyone else on their behalf to any officer, servant or representative of the CRPF or any member of family or any officer, servant, or representative of CRPF in relation to the obtaining or execution of this or any other agreement with the CRPF then the CRPF shall without prejudice to their other rights and remedies be entitled not withstanding any criminal liability which the hospital may incur to cancel this agreement and any other agreement entered into by the hospital with the CRPF and to recover from the hospitals any loss or damage resulting from any such cancellations. Any question or dispute as to the commission of any offence under this clause shall be decided by the DG, CRPF who will be the authority to decide the dispute under this clause
22. Subject to all notice may be given or taken by DG, CRPF or IGP, CRPF, Odisha Sector on his behalf.
23. The administrative cost of the hospital and all other expenses required by the hospital for the purpose of this agreement shall borne by the hospital.
24. In the event of any question, dispute or differences, whatsoever at any time arising under the condition of Agreement or any other manner under this Agreement or in any way relating thereto or the true meaning or interpretation of ^{any} ~~any~~ of the provisions thereto (except as to any matters for which the decision is specially provided for in the condition of the Agreement) the same shall be referred for decision to a sole Arbitrator who shall be the nominee of the Director General CRPF and the decision of the Arbitrator shall be final and 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 matter to which the contract relate or that in the course of his duties as Govt. Servant he has expressed views on all or any of matters in question, dispute or difference. In the event of the Arbitrator appointed by Director General, CRPF lying, neglecting or refusing to act or resigning or being incapable or unable to act for any reason. Whatsoever, it shall be lawful for Director General, CRPF to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid subject as aforesaid the "Arbitration and conciliation act 1996" or any notification or replacement and the rule there under and any statutory modifications thereof for the time being in force shall apply to the Arbitration proceedings under this clause.
25. The hospital shall pay all expenses incidental to the preparation and stamping of this agreement.
26. All notices and references hereunder shall be deemed to have been duly served and given to hospital if delivered to the hospital or their authorized agent or left at consent by registered post to the address stated herein before and to the CRPF if delivered to IGP, CRPF, Odisha Sector / Director (Med) or send by registered post or left at his office during office hours on any working day.
27. All special cases requiring treatment will first go to Govt. hospital (including CRPF hospitals) /CGHS and when facilities are not available or long date is given, then the cases will be referred to private recognized hospitals. DIG (Medical), Composite Hospital, Bhubaneswar will be the permitting authority for personnel posted at Orissa.
28. The original copy of this agreement shall be kept at office of the IGP CRPF, Odisha Sector and a true copy shall be retained in the office of the HMCH.
29. In witness whereof, the IGP, CRPF, Odisha Sector and on behalf of the Director General, CRPF and above named Hosnital have hereinto set their respective hands the day and year