



ଓଡ଼ିଶା ओडिशा ODISHA

K 597139

A G R E E M E N T

This Agreement is made on this 04th day of October, 2019
2019

Between

ICAR-National Rice Research Institute (DARE, Ministry of Agriculture & Farmers Welfare, Govt. of India) through the Director, having its office at Cuttack, Odisha, PIN – 753006 (hereinafter called ICAR-NRRI, 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

Hi-Tech Medical College & Hospital, Health Park, Pandara, Rasulgarh, Bhubaneswar-751025, odisha, hereinafter referred to as "Hospital" which expression shall unless it be repugnant to the context meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

कार्यालयप्रमुख Head of Office
भाकअनुप-राष्ट्रीय चावल अनुसंधान संस्थान
ICAR-National Rice Research Institute
753006, Odisha

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

WHEREAS, ICAR-NRRI proposes to provide CASHLESS & HASSLEFREE treatment facilities to its employees & their dependents in private recognized Hospitals.

AND


Hi-Tech Medical College & Hospital, Bhubaneswar, has been empaneled under CGHS, Bhubaneswar by the Ministry of Health & Family Welfare, Government of India vide O.M. No. Private/Hosp./CGHS-BBSR/2014/ dated 17/11/2014/approved by ICAR, New Delhi offered to provide the Outdoor and Indoor treatment by both Specialist and Super-Specialist doctors and also emergency service which include diagnostic tests to their employees, dependent family members (including retired pensioners – as IPD patient) of ICAR-NRRI, in the Hospital in **ALL TYPES OF TREATMENT**.

NOW THIS AGREEMENT WITNESSES THAT

01. Definitions

1. **'Medical benefits'**- The empaneled hospital will provide all the facilities as per the up to date rates agreed to for various procedures, investigations, etc. on the CGHS, Bhubaneswar rates and terms and conditions, as applicable from time to time, to the ICAR-NRRI employees, their dependent family members (including retired pensioners – as IPD patient)
2. **'Members'**- Regular employees and their dependents who are eligible to the benefits.
3. **'Dependents'**- In case of serving employee mean the spouse of such employee, legitimate unmarried children or step children wholly dependent on the institute's employee, irrespective of whether they are residing with them or not, married daughters who have been divorced, abandoned or separated from their husbands and/or residing with and/or wholly dependents on the employee, employee's parents and/or step mother residing with any wholly dependent on the employee, unmarried minor brother as well as unmarried, divorced, abandoned, separated from their husband or widowed sisters residing with and wholly dependent on the


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employee, provided their parents are either not alive or are themselves wholly dependent on the Institute's employees.

02. **OBJECT**

The ICAR – NRRI has approached the provider Hospital to extend medical facilities and treatment as per CS MA) Rules / CGHS rates to the employees/member (s) and the provider hospital has agreed for the same on the terms and conditions herein after stipulated.

03. **PERIOD**

This agreement shall be in force for a period of **3 year** w.e.f. date of signing agreement or up to the date of empanelment with CGHS whichever is earlier, and may be renewed further on such terms and conditions as may be mutually agreed.

04. **EXTENT OF COVERAGE**

- i) The provider Hospital shall extend the cashless treatment as per CGHS rates to inpatient hospitalization of the members under this agreement and claims will be settled directly by the Institute (ICAR – NRRI) under '**Direct Payment System**'. For the 'out patient treatment', the Institute employee shall take such treatment on the CGHS rates on cash basis and the institute (ICAR – NRRI) shall not be responsible for any such medical expenditure on this account under '**Direct Payment System**'.
- ii) The provider will charge agreed rates which would be restricted to maximum of CGHS Bhubaneswar rates. The provider shall charge these negotiated rates for IPD and OPD treatment.
- iii) The provider Hospital shall ensure that each time a member/dependent avails service envisaged in this agreement the expenses are regulated strictly with reference to the eligibility and monetary limits fixed with reference to the entitlement status.
- iv) The Hospital shall ensure that the benefits are made available to the member strictly as per terms and this agreement and no benefit outside the terms of this agreement shall be allowed without prior approval unless the same is essential for the recovery of members/dependents.


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Health Park, Rasulgarh, Bhubaneswar-75

- v) *The Institute shall not be liable to make any payment on account of claims which are in the opinion of the Institute as fraudulent or are as a result of fabricated claims.*


05. Procedure for Treatment:-

A. Procedure for availing Outdoor Treatment (OPD)

- i) The serving employee shall take outdoor consultation from the doctors in the hospital in possession of the authorization letter or Family Health Identity Card/Photo Identity Card issued by the respective Authority of the ICAR-NRRI upon advised by specialist in a Central government/ state government hospital or a Medical Officer of ICAR Dispensary attached or AMA.
- ii) All bills pertaining to the expenditure involved in the treatment of the patients will be borne by the employee in the first instance and shall make payment to the Hospital at the time of discharge. On receipt of the bills duly authenticated by the concerned treating doctor and countersigned by Medical Superintendent, the expenditure will be reimbursed by ICAR – NRRI to the employee after the process and examination by the Institute. The Hospital concerned will facilitate in timely verification of bills.

B. PROCEDURE OF AVAILING INDOOR FACILITIES:

- i) The serving employee including retired pensioner shall be admitted in the hospital in possession of the authorization letter or Family Health Identity Card/Photo Identity Card issued by the respective Authority of the ICAR-IIWM upon advised by specialist in a Central government/ state government hospital or the Medical Officer of ICAR-NRRI Dispensary attached or AMA.
- ii) In case of **emergencies**, serving employee or their dependent can be admitted to the hospital on production of valid Family Health Identity Card/Photo Identity Card. The empanelled hospital shall not demand any advance from the beneficiary and shall provide credit facilities to the concerned patient in case of in-patient treatment.


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Chief Operating Officer 4
Hi-Tech Medical College & Hospital
4, Park Road, Rasulgarh, Bhubaneswar-751005

- iii) Without Family Health Identity Card/Photo Identity Card, employees are not advised to be admitted except in case of extreme emergency/road accident. In such cases, serving employee or their dependent will submit the copy of the Family Health Identity Card/Photo Identity Card. In case of non-production of valid Family Health Identity Card/Photo Identity Card, the responsibility of payment will be of the patient/beneficiary or their dependents as the case may be.

06. OBLIGATIONS OF PROVIDER

- i) The Provider Hospital shall ensure that all members are admitted and treated in the institution/Hospital on priority basis. Priority basis in this context means making available to member, services like on-the-spot admission/treatment, beds on an urgent basis and the like. In case there is no accommodation either in the ward or in the operation theatre or the patient requires specialized treatment which is not available in the Hospital, the provider Hospital shall make all attempts through its good offices to accommodate and admit the member to other CGHS empaneled Hospital (as per the list of CGHS Bhubaneswar) subject to concurrence from the concerned member and an intimation as to the cross reference shall be made to the Nodal Officer, ICAR – NRRI within 24 hours of such referral.
- ii) The provider Hospital shall ensure that best and timely medical treatment/medical facility is extended to the member(s) and provide best of services to them at all times.
- iii) It is mandatory for the provider Hospital to maintain and adhere to the standards and quality of medical services as prescribed by Medical Council of India. The provider represents that it has all the prescribed standards and shall maintain the same throughout.
- iv) The Nodal Officer of ICAR – NRRI, shall have the right to visit the provider Hospital to check the quality, standards, review and discuss treatment provided to the admitted staff members. During such visits and inquiries, the provider Hospital shall extend full co-operation to the ICAR – NRRI officials (Director & Nodal Officer) including access to the patients' medical and billing records and make



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Chief Operating Officer
Hi-Tech Medical College & Hospital
Bhubaneswar-751025


beneficiary and shall provide credit facilities to the concerned patient till authorization letter is received from the Institute.

- xiii) Without photo identity card or Family Health Card issued by this organization, patients should not be admitted.
- xiv) The provider shall not charge more than two consultations in a day to a patient from the attending specialist.
- xv) The provider shall not admit any patient as a matter of routine on the basis of reference received from the Nodal Officer of the Institute unless the Hospital is convinced that the patient actually requires admission and whatever initial tests are required before admission, the same should first be got done in OPD and patient should be admitted only wherever required.
- xvi) Before the final discharge of the patient, the discharge summary certificate, documents and necessary bill will be authenticated by the patient /escort's signature.
- xvii) The drugs/medicine supplied to the patient to be consumed after discharge will not be part of the package.
- xviii) In case the eligible accommodation is not available at the time of admission, the patient will be admitted to lower category of accommodation. But if patient is provided higher category accommodation at his/her own request, the differential amount will be borne by the beneficiary and if accommodation is provided by the hospital in the event of non-availability of entitled accommodation, the differential amount will be borne by the hospital concerned.
- xix) Utmost economy should be exercised while presenting all forms of treatment.
- xx) In case either the Hospital, or this organization has any difficulty in fulfilling the terms and conditions of the agreement, they must inform about the difficulty to the other party and explore together alternative ways to resolve the same.
- xxi) The Hospital shall not discriminate in any way against the organization's employee/dependents receiving treatment/ undergoing tests, etc. in the Hospital as compared to any other patient.
- xxii) The Hospital shall provide access to the medical record for review by medical and financial auditors of the Institute as and when necessary.


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- xxiii) The Hospital /Diagnostic Centre will pay damages to the beneficiaries, if any injury, loss of part or death occurs due to gross negligence, or due to transfusion of improperly checked blood, if such injuries occur in consequences of treatment / undergoing tests etc. in the Hospital.
- xxiv) Any legal liability coming out of such services shall be dealt by the Hospital and shall alone be responsible.
- xxv) In case of any complaint of overcharging / over billing, the Institute may after their own enquiry, reserve the right to derecognize/ de-panel, with one month prior written notice, and without any prejudice to any other action to be taken as per law.
- xxvi) In order to remove the scope of any ambiguity on the point package rates, it is stated that the rate quoted for a particular procedures must be inclusive of all sub procedures and all related procedures to complete the treatment.
- xxvii) All investigations regarding fitness for the surgery will be done prior to the admission of any elective procedure. For any additional procedure / investigation outside the package rates and other than the condition for which the patient was referred for, would require the permission of the competent authority of the Institute.
- xxviii) The Hospital would not refuse admission/treatment or investigations to referred cases on flimsy grounds.
- xxix) The Hospital shall raise bills in the prescribed format to treatment would be charged as per CS (MA) Rules within the ceiling of CGHS rates. Under no conditions will rates exceed the rates laid down by the CGHS for the particular zone. ICAR-NRRI will make payments only as per approved/ CGHS rates. Expenditure in excess of approved / package deal rates would be borne by the beneficiaries.
- xxx) During In-patient treatment of the ICAR-NRRI beneficiaries, the Hospital shall not ask the members to purchase separately the medicines from outside but bear the cost on its own, as the package deal rate fixed that includes the cost of drugs, surgical instruments and other medicines etc.


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07. **OBLIGATIONS OF THE ICAR – NRRI, Cuttack.**

ICAR – NRRI shall ensure settlement of all bills raised by the provider within 45 days, after the submission of the bills to the Institute in case of no query on the bills or claim. The bill should be sent to the Director, ICAR – National Rice Research Institute, Cuttack-753006. (Odisha)

08. **GENERAL.**

- i) Institute shall not be responsible /liable in any manner whatsoever on account of negligence on the part of provider Hospital of their doctors/consultants while giving treatment to patient.
- ii) Any deviations/modification of this agreement by the parties shall be affected with the written consent of both the parties.

09. **TERMINATION**

The agreement entered into can be terminated by either party by giving 30 (thirty) days notice without assigning any reason for which the hospital / Institute will have no claim for any compensation/damages whatsoever on this account from the hospital/Institute.

Institute will have the right to terminate this agreement, if the provider hospital violates any of the terms and conditions of the Agreement. In case of termination, either by Institute or Hospital, the Hospital shall ensure that all admitted patients undergoing treatment at the time of termination are treated completely and discharged.


10. The agreed rates and terms of the package will be part and parcel of this agreement.
11. The authorization letter for the purpose of admission shall be valid for seven days only. In case any further extension is required, the same will be allowed with the specific recommendation of the Nodal Officer of the Institute. In case of Tertiary disease, the duration of the indoor treatment shall be as per the package, and it should be intimated to the Nodal Officer.
12. The organization will settle all the claims with the supporting documents along with discharge summary, diagnostic reports, bills/cash memos etc. duly


authenticated by the patient for all the serving employees including their dependents strictly as per CGHS Bhubaneswar rates. In case the bills are signed by the dependents, the same shall be countersigned by the employee before submitting the bills for payment whose signature is available in the Identity Card as well as in Family Health Card.

13. In case the claims are not submitted within 60 days from the date of discharge, such claims will be treated as 'Time Barred' and the Institute shall not be held responsible for the delayed payment. For such claims a joint proceeding should be convened before submitting the bill with due justification.

14. **For disputes**

- i) The agreement shall be interpreted in accordance with and governed by the laws of India and the parties shall submit to the jurisdiction of the Courts in Bhubaneswar.
 - ii) All disputes between the Parties arising out of the matters mentioned in this Agreement and other matters incidental to this Agreement, shall be resolved as per the provisions of the Arbitration and Conciliation Act, 1996 and statutory modifications thereto. The arbitration proceedings shall be in English and the venue of the Arbitration shall be in either Cuttack or Bhubaneswar (mutually agreed). The proceedings will be conducted by a single Arbitrator, who shall be appointed with the mutual consent of both Parties.
15. The original of this Agreement is prepared in two counter parts. Each party shall be entitled to retain one copy and both shall be treated as an original.


कार्बलवाज
भाकअनुप-राष्ट्रीय चावल अनुसंधान संस्थान
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कटक Cuttack-753006 ओडिशा Odisha


Chief Operating Officer
mt-tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-75

IN WITNESS WHEREOF the parties hereto have signed this on the day, month and year first hereinabove written in the presence of;



Signed by

Administrative Officer & Head Of Office


For and on behalf of the


DIRECTOR

ICAR – National Rice Research Institute

Cuttack, ODISHA

In the presence of
(Witnesses with full signature and address)

1. 
सहायक प्रशासनिक अधिकारी /
Asst. Administrative Officer
तकनीकी अनुभाग Technical Section
भाक-अनुप-राष्ट्रीय बाबल अनुसंधान संस्थान
ICAR-National Rice Research Institute
कटक/Cuttack-753006 ओडिशा/Odisha

2. 
सहायक प्रशासनिक अधिकारी /
Asst. Administrative Officer
तकनीकी अनुभाग Technical Section
भाक-अनुप-राष्ट्रीय बाबल अनुसंधान संस्थान
ICAR-National Rice Research Institute
कटक/Cuttack-753006 ओडिशा/Odisha

Signed By




Chief Operating Officer


Hi-Tech Medical College & Hospital

Bhubaneswar

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-75

In the presence of
(Witnesses with full signature of address)

1. 
(Bhaskar Ch. Nayak) CEO

2. 
(Richa Swain) SO