



ଓଡ଼ିଶା ओडिशा ODISHA

09AA 592768

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made on 25<sup>th</sup> **day of**  
November (month), **2018** at Bhubaneswar, Dist- Khurda, Odisha.

BETWEEN

The **Governor of Odisha** (hereinafter referred to as the  
"Government" which expression shall, unless repugnant to the context or  
meaning thereof, be deemed to mean and include its successors and  
permitted assignees) of the First Part.

AND

**Hi-Tech Medical College & Hospital, Pandra, Rasulgarh, GGP Colony,  
Bhubaneswar-751025** (herein referred to as "the 2<sup>nd</sup> party" which  
expression shall unless repugnant to the context or meaning thereof, include  
its successors and assigns) of Second Part.

Continued:.....

Member Secretary,  
JSTF Society cum DMET, Odisha

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



WHEREAS; Government of Odisha desires to provide free treatment to certain category of people as mentioned under Odisha State Treatment Fund Society guidelines, suffering from life threatening diseases as mentioned in clause 6 (a) of this MOU and referred by the Competent Authority as mentioned at clause 6 (d), through a chain of empanelled private hospitals.

AND WHEREAS; The 2<sup>nd</sup> Party agrees to provide the required treatment to the patients referred by the Competent Authority.

**NOW THEREFORE, IT IS AGREED that, the major areas of Co-operation between the parties are as listed below:**

**1. Date of Commencement and Duration:**

The MOU shall come into force with effect from the date of execution and shall remain in force for three years from the said date.

**2. Modifications**

(i) Modifications of the terms and conditions of this MOU shall only be made by written agreement between the parties in pursuance to this clause. Any change or modification of any of the stipulations of this MOU can only be made with the expressed consent of both the parties.

(ii) However, the Government can unilaterally change the following clauses of this MOU and intimate the same to the 2<sup>nd</sup> Party at the earliest i.e.

- (a) List of diseases [3].
- (b) Competent authority for referral of patients
- (c) Nature of emergency treatment [5 (4)].

**3. Termination**

If the parties are unable to agree on such terms or to terminate this MOU, the party affected by the clauses of MOU may issue a termination order to the other party as hereinafter provided as follows;

Either of the party can revoke or terminate the MOU by issuing three months notice to the other on any of the grounds in clause 4 mentioned. But all liabilities and responsibilities arising out of the MOU shall be binding on both the parties during the notice period of three months.

**4. Grounds for Termination**

(a) The MOU may be terminated by the Government on any of the



- (i) If the 2<sup>nd</sup> Party constantly fails to provide the required treatment;
- (ii) If the 2<sup>nd</sup> Party fails to comply with the other conditions like facilitation of patients, cost of treatment and submission of bills;
- (iii) If it is proved that the 2<sup>nd</sup> Party has submitted false or inflated bill or given wrong information to mislead the Government; and
- (iv) Acts in a way which is repugnant to the objective of the MOU.

**(b) The MOU may be terminated by the 2<sup>nd</sup> Party on any of the following grounds, namely:-**

- (i) If the Government fails to pay the bill to the 2<sup>nd</sup> Party within the stipulated time period;
- (ii) If the Government is in material breach of its obligation pursuant to this MOU; and
- (iii) If the Government deliberately fails to comply the decision of the competent court.

**5. Obligations**

**(a) The Government shall have the following obligations, namely:-**

- (i) The Competent Authority shall refer eligible patients to the 2<sup>nd</sup> Party for treatment in the referral format which is annexed as

**Annexure-I.**

- (ii) The Competent Authority shall refer patients only from the district entrusted to the 2<sup>nd</sup> Party.
- (iii) The Director, Medical Education and Training shall settle the bills submitted by the 2<sup>nd</sup> Party within one month from the date of receipt which shall be transferred electronically to the designated account of the 2<sup>nd</sup> Party.

**(b) The 2<sup>nd</sup> Party shall have the following obligations namely:-**

- (i) The 2<sup>nd</sup> Party shall ensure good treatment to the patients referred by the Competent Authority.
- (ii) The 2<sup>nd</sup> Party shall not entertain patients without proper referral from the Competent Authority.
- (iii) In case the 2<sup>nd</sup> Party admits the patient without referral, it must submit the reasons of such admission to the Competent Authority within 3 days



Health Scheme guidelines and charge as per Central Government Health Scheme rate. The 2<sup>nd</sup> Party shall submit the bills as per actual expenditure.

- (v) The 2<sup>nd</sup> Party shall submit the bill to the Director, Medical Education and Training, Odisha, Bhubaneswar only after discharge of the patients.
- (vi) The 2<sup>nd</sup> Party shall allow the Government to visit, inspect the quality of treatment and financial audit with regard to treatment of the patients referred by the Competent Authority.
- (vii) The 2<sup>nd</sup> Party shall set up helpdesk to guide the patients referred by the Competent Authority.

**6. Other Terms and Conditions**

(a) The names of diseases admissible under this MOU for being provided with treatment are as follows, namely:

(1) (only those diseases which are specified in the OSTF guidelines)

(b) The 2<sup>nd</sup> Party shall provide treatment as per revised OSTF package rate and guidelines investigation and medicines

(c) The treatment cost shall be included as follows, namely:-

(i) OSTF Package Rate, 2018 with OSTF codes. If the hospital is empanelled under RSBY / BKKY subsequently package rate with BKKY code will be applicable.

(ii) The 2<sup>nd</sup> Party shall submit bills for the actual cost of treatment once in a month to be decided mutually by the both the parties.

(iii) The Government shall make payment of the actual bill amount or in accordance with the Central Government Health Scheme rates whichever is less within one month of the date of receipt.

(d) The referral patients for this MOU are as follows, namely:-

(i) The 2<sup>nd</sup> Party shall entertain only patients referred by the competent authority as notified from time to time.

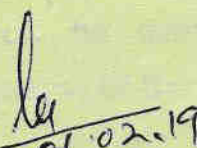
(ii) In case of emergency nature of treatment like road accident, cardiac arrest etc. or as communicated, from time to time, by the Government, the 2<sup>nd</sup> Party shall admit the patients. In such admission it is mandatory on the part of the 2<sup>nd</sup> Party to intimate the Competent Authority, the grounds of such admission without being referred. Unless it is approved by the



Any dispute(s) regarding any of the clauses of this MOU shall be reviewed initially by Government followed by conciliation among the parties, failing which it shall be subjected to arbitration as follows:-

- (i) The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MOU or the interpretation thereof.
- (ii) Any dispute arising which cannot be amicably settled between the parties shall be referred for adjudication or arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. The venue of the arbitration shall be at Bhubaneswar.
- (iii) The Courts at Bhubaneswar shall have jurisdiction with respect to any dispute regarding this MOU. The parties to dispute shall be responsible for their respective costs in relation to the Arbitration unless decreed otherwise by the Arbitrator.

IN WITNESSES WHEREOF, BOTH THE PARTIES have executed this MOU on this 25 th **day of** November **(month), 2018** as mentioned above in presence of the following witnesses appearing herein

  
**Signed by the officer acting in the premises for and on behalf of the Governor of Odisha**

**(Prof. (Dr) Sonamali Bag)**  
Director, Medical Education & Training  
-cum-Member Secretary, OSTF  
Odisha, Bhubaneswar


**Member Secretary**  
**OSTF Society cum Director Odisha**

**In presence of witnesses**

**1. Name-** Dr. M. Gupta

**Address-** O/o BDMETG.

**Signed by authorized person acting for or on behalf of the Second Party**

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

**In presence of witnesses**

**1. Name-** Santosh Kumar Parida

**Address-** Hi-Tech medical college & hospital Bhubaneswar