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MEMORANDUM OF UNDERSTANDING

with

**Hi-Tech Medical College & Hospital,
Bhubaneswar**

under

**Odisha State Treatment Fund
(OSTF)**

**Department of Health & Family Welfare
Government of Odisha**



CRISSA

20AA 582644

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on **19th day of July, 2013** 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, Health Park, Pandara, Bhubaneswar-751025 (herein referred to as "the 2nd Party" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of Second Part.

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19/7/13

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Memorandum of Understanding



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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 2nd 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:

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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 2nd Party at the earliest i.e.

- (a) List of diseases [6 (a)].
- (b) Competent authority for referral and districts tagged [6 (d)(I)].
- (c) Nature of emergency treatment [6 (d)(II)].

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 party during the notice period of three months.

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12 March 2018

4. Grounds for Termination

(a) The MOU may be terminated by the Government on any of the following grounds, namely:-

- (i) If the 2nd Party constantly fails to provide the required treatment;
- (ii) If the 2nd 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 2nd 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 2nd Party on any of the following grounds, namely:-

- (i) If the Government fails to pay the bill to the 2nd 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.

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5. Obligations

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

- (i) The Competent Authority shall refer eligible patients to the 2nd Party for treatment in the referral format which is annexed as **Annexure-I.**

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(ii) The Competent Authority shall refer patients only from the district entrusted to the 2nd Party.

(iii) The Director, Medical Education and Training shall settle the bill submitted by the 2nd Party within one month from the date of receipt which shall be transferred electronically to the designated account of the 2nd Party.

(b) The 2nd Party shall have the following obligations namely:-

(i) The 2nd Party shall ensure good treatment to the patients referred by the Competent Authority.

(ii) The 2nd Party shall not entertain patients without proper referral from the Competent Authority.

(iii) In case the 2nd Party admits the patient without referral, it must submit the reasons of such admission to the Competent Authority within 24 hours of such admission.

(iv) The 2nd Party shall provide treatment as per the Central Government Health Scheme guidelines and charge as per Central Government Health Scheme rate.

(v) The 2nd Party shall submit the bills as per actual expenditure.

(vi) The 2nd Party shall submit the bill to the Director, Medical Education and Training only after discharge of the patients.

(vii) The 2nd 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.

Removal of Tripura

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Subj: Corrigendum to MoU signed with empanelled private hospitals under OSTF

I am directed to invite a reference to this subject noted above and to say that the clause 6 (C) (i) of the MoU under the headlines other terms & conditions may be read as 'Central Govt. Health Scheme Rates (as revised from time to time by Health Department, Govt) applicable to the State / City where the empanelled private hospital is located shall be the upper limit of the treatment cost' instead of 'Central Govt. Health Scheme rates 2010 applicable for BBSR' shall be the upper limit of the treatment cost.

- (viii) The 2nd 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) Disease related to General Medicines, General Surgery, Gynaecology, Psychiatry, ICU facilities for highly infectious patients, Orthopaedics, Nephrology & Paediatrics. (only those diseases which are specified in the OSTF guidelines)
- (b) The 2nd Party shall provide treatment as per Central Government Health Scheme guideline and which shall include the required post treatment Out Patient Department, investigation and medicines.
- (c) The treatment cost shall be included as follows, namely:-
- (i) Central Government Health Scheme Rates, 2010 applicable for Bhubaneswar shall be the upper limit of the treatment cost.
 - (ii) The 2nd 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.

Government of India

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

(i) The 2nd Party shall entertain only patients referred by the competent authority and from the districts mentioned at

Annexure-II:

(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 2nd Party shall admit the patients. In such admission it is mandatory on the part of the 2nd Party to intimate the Competent Authority, the grounds of such admission without being referred. Unless it is approved by the Competent Authority, 2nd Party shall not claim reimbursement in such cases.

7. Dispute / Settlement

Any dispute(s) regarding any of the clauses of the MOU shall be subject to review 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.

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(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 **19th day of July, 2013** 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

Sonamali Bag
(Dr. Sonamali Bag) 19/7/13
Director,
Medical Education and Training,
Odisha

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

Umakanta Tripathy
(Dr. Umakanta Tripathy)
Dy. Medical Superintendent,
Hi-Tech Medical College &
Hospital, Bhubaneswar

In presence of witnesses

1. Name- *Sibu Narayan Lal*
Address- *Under Secretary*
of & FW Dept

2. Name-
Address-

In presence of witnesses

1. Name- *Kishore Swain*
Address- *Section Officer*
Hi-Tech Medical College & Hosp
Bhubaneswar

2. Name-
Address-