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SPEED POST

Government of India
Ministry of Defence
Defence R&D Organisation
Integrated Test Range
Chandipur
BALASORE – 756 025

Dated: 24th Oct 2016

No. ITR/ADMIN/5018

To,

Hi-Tech Medical College & Hospital
Health Park, Pandara, P.O.-G.G.P. Colony
Rasulgarh, Bhubaneswar-751025
Dist-Khurda, State-Odisha



Sub: FORWARDING OF MEMORANDUM OF AGREEMENT BETWEEN
INTEGRATED TEST RANGE – CHANDIPUR AND HI-TECH MEDICAL
COLLEGE & HOSPITAL, BHUBANESWAR

Ref: 1) This office letter of even number dated 15.04.2015 & 15.06.2016
2) Your E-mail Msg. dated 06.10.2016

Dear Sir,

Enclosed please find herewith, a copy of Memorandum of Agreement containing the following annexure, between ITR, Chandipur and Hi-Tech Medical College & Hospital, Bhubaneswar, on a non-judicial stamp paper of Rs. 100/-, duly signed by Director, ITR, for availing of the treatment by ITR employees in emergency circumstances, subject to item wise ceiling prescribed under CGHS/CS (MA) rules, 1944 :

- Proforma for health check up for Group 'A' Officers above 40 years of age.
- CGHS treatment procedure/investigation list for Bhubaneswar (2014) issued vide CGHS Bhubaneswar Office Order No. PRIVATE/HOSP/ CGHS-BBSR/2014 dated 17.11.2014.
- CGHS New Delhi Office Order F No. S-11045/36/2012-CGHS (HEC) dated 26.11.2014.
- Dept of Health & Family welfare New Delhi O.M. No S-11011/25/2014/CGHS-(P) dated 08.07.2014.
- CGHS (P) OM No Misc.1002/2006/CGHS(R&H)/CGHS(P) dated 29.04.2014.

02. In this context, it is intimated that for a long duration treatment or where major operation becomes necessary and cost is likely to exceed over Rupees two lakhs, Hospital will provide a provisional estimate of expenditure likely to be incurred during the course of treatment soon after the patient is admitted to the Hospital or before hospitalization, as the case may be, to facilitate timely approval from the competent authority and payment to hospital within the committed period of 30 days.

Encl: As above.

Yours faithfully,

(अभिमत प्रमाण पर A P (Booh)
मुख्य प्रशासक/काउन्सिलर/CAO
काउन्सिलर, काउन्सिलर For Director, ITR

भारतीय गैर न्यायिक

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MEMORANDUM OF AGREEMENT
BETWEEN
INTEGRATED TEST RANGE, CHANDIPUR
AND

HI-TECH MEDICAL COLLEGE & HOSPITAL, BHUBANESWAR

MOA No. ITR/ADMN/5018/16-17/01

Dated 21st Oct 2016

This Agreement is made on the 21st day of September, 2016 between the Director, Integrated Test Range, Defence Research & Development Organisation, Ministry of Defence, Govt of India, having its office at Chandipur, hereinafter called ITR, 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, Bhubaneswar under Vigyan Bharati Charitable Trust, Bhubaneswar represented by Mr. Jyotirmaya Panda, Chief Operating Officer of the Second Part.

WHEREAS, the ITR intend to provide comprehensive medical care facilities to the serving employees and such other categories of beneficiaries as are decided from time to time

AND WHEREAS, HI-Tech Hospital, Bhubaneswar has agreed to give treatment/diagnostic facilities (Out Patient/In Patient) to the ITR Beneficiaries (serving ITR employees and their dependent family members) as per the rates prescribed by CGHS, BHUBANESWAR or as per AIIMS rates, or the Hospital rate, if there is no CGHS/AIIMS rate for a particular item, whichever is lower, and as per the terms & conditions agreed to:

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

डा. बिनय कुमार दास, वैज्ञानिक- 'एच' (ओएस)
निदेशक, आईटीआर, चान्दीपुर
Dr. B. K. Das, Scientist-'H'(OS)
DIRECTOR, ITR, Chandipur

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R.C. DUTTA
STAMP VENDER
RHUBANESWAR



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Dr. B. K. ...
DIRECTOR ...

...
...

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1 The following terms and expressions shall have the following meanings for purposes of this Agreement:

1.1.1 "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

1.1.2 "Hospital" shall mean the^{Hi-Tech Medical college &} Hospitals, Bhubaneswar while performing under this Agreement providing medical investigation, treatment and the health care of human beings.

1.1.3 "CGHS Package Rate" shall mean all inclusive – including lump sum cost of inpatient treatment/ day-care/ diagnostic procedure for which a ITR beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) – (i) Registration charges, (ii) Admission charges, (iii) Accommodation charges including patient's diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor/Consultant visit charges, (viii) ICU/ ICCU charges, (ix) Monitoring charges, (x) Transfusion charges and Blood processing charges, (xi) Pre-Anaesthetic check up and Anaesthesia charges, (xii) Operation theatre charges, (xiii) Procedural charges/ surgeon's fee, (xiv) Cost of surgical disposables and all sundries used during hospitalization, (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations, (xvii) Physiotherapy charges etc., (xviii) Nursing care and charges for its services etc.

Package rates also include two pre-operative consultations and two post-operative consultations.

Cost of implants / stents / grafts, as prescribed under CGHS /CS(MA) Rules, is reimbursable in addition to Package Rates as per CGHS ceiling rates or as per actual, whichever is lower, in case there is no ceiling rate prescribed under CGHS.

In case a beneficiary demands a specific brand of Stent / Implant and give his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable.

During in-patient treatment of the beneficiary, the hospital will not ask the beneficiary or his/her attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items.

However, the following items are not admissible for reimbursement:


- Toiletries
- Sanitary napkins
- Talcum powder
- Mouth fresheners

In cases of conservative treatment/ where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AllMS rates, if there is no CGHS rate for a particular item

Package rates envisage up to a maximum duration of indoor treatment as follows:

- Upto 12 days for Specialized (Super Specialties) treatment
- Upto 7 days for other Major Surgeries
- Upto 3 days for Laparoscopic surgeries / Elective Angioplasty / Normal Delivery
- 1 day for day care/ Minor (OPD) surgeries.

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डा. नि. 
निदेशक, चण्डीपुर
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DIRECTOR, ITR, Chandipur

However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rates, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed to the hospital, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors' visit charges (not more than 2 visits per day per visit by Specialists / Consultants) and cost of medicines for additional stay.

No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/faulty investigation procedure etc.

The empanelled health Care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid I- Card with prior permission of ITR authority or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of a specific brand chosen by CGHS beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospital.

If any empanelled health care Organisation charges from ITR beneficiary for any expenses incurred over and above the package rates vis-a-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor/staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

2. DURATION OF AGREEMENT

The Agreement shall remain in force for a period of 2 years i.e. w.e.f. ^{21st} Oct 2016 to ^{20th} Sept 2018 or till it is modified or revoked, whichever is earlier. The agreement may be extended subject to fulfilment of all the terms and conditions of this Agreement and with mutual consent of both parties.

3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

A. GENERAL CONDITIONS


The Hospital shall investigate/treat the ITR beneficiaries only for the condition for which they are referred with due authorization letter. In case of unforeseen emergencies of the patients during admission for approved procedure, 'provisions of emergency treatment' shall be applicable. It is agreed that the ITR beneficiaries shall be attended to on priority. ITR has the right to monitor the treatment provided.


B. AUTHORISATION LETTER FOR TREATMENT

The treatment/procedure shall be performed on the basis of the authorization letter by the Director ITR, being Head of the office and Identity Card by the beneficiary.

C. ADDITIONAL PROCEDURES/INVESTIGATIONS

For any material/additional procedure/investigation other than the condition for which the patient was initially permitted would require the permission of the competent authority except under emergency.


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निदेशक, आईटीआर, चान्दीपुर
Dr. B. K. Das, Scientist-'H'(OS)
DIRECTOR, ITR, Chandipur

In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member and will provide credit facilities to the patient on production of a valid Identity Card and the Hospital shall submit the bill for reimbursement to ITR authority. The refusal to provide treatment to bonafide ITR beneficiary in emergency cases on credit basis, without valid ground would attract disqualification for continuation of MOA.

The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own discretion.

The Hospital will intimate all instances of patients admitted as emergencies without prior permission of ITR authority within the prescribed time.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

The entitlements for various types of wards to the respective beneficiaries shall be as per CGHS beneficiaries' slab. The present entitlement is as follows:

SN.	Pay drawn in Pay Band/ Basic pension	Entitlement
01	Up to ₹. 13,950/-	General Ward
02	₹.13,960/- to 19,530/-	Semi-Private Ward
03	₹.19,540/- and above	Private Ward

- Private Ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa set, carpet, etc. as well as bed for attendant. The room has to be air-conditioned.
- Semi-Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.
- General Ward is defined as a hall that accommodates four to ten patients.

Treatment in higher category of accommodation than the entitled category is not permissible.

6. APPROVED RATES TO BE CHARGED

The empanelled hospital shall charge from the beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS under CGHS-Bhubaneswar-2014 (NABH), which shall be an integral part of this agreement. The rates notified by CGHS shall also be available on web site of Ministry of Health & Family Welfare and as amended from time to time. For oncology procedure the TMH rate will be applicable.

No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.

The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for CGHS beneficiary under this Agreement shall not be increased during the validity period of this Agreement.

The empanelled health care organisation agrees that during the In-patient treatment of the beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items.

The hospital/diagnostic centre shall charge CGHS rates to ITR employees on production of valid I-Card/Documentary proof.

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Bhubaneswar-25

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निदेशक, आईटीआर, चान्दीपुर
Dr. B. K. Das, Scientist-'H'(OS)
DIRECTOR, ITR, Chandipur

7. BILL SUBMISSION AND CREDIT PERIOD

No Credit facility to be given for OP (Outpatient) treatment. However IP (Inpatient) treatment is to be given on credit basis.

On completion of the treatment, necessary bills, in compliance with CS (MA) Rules/CGHS Rates as amended from time to time along with detailed case history, investigation reports etc. be forwarded to this office in DUPLICATE for processing payment with the Paying Authority i.e. O/o JCDA (R&D) Balasore within 30 days from the date of receipt of the bills in this Office.

8. INFORMATION TO BE PROVIDED TO THE ITR AUTHORITY BY HOSPITALS

EMERGENCY ADMISSION

Normally, the ITR beneficiary will visit the hospital with a proper referral and authorization letter along with I-Card. However, in case of emergency admission, the Hospital will intimate to ITR authority within 02 hours of such admission and the later will respond with due authorisation within a reasonable time. Treatment in no case will be delayed or denied because authorisation by ITR is only confirmation of the workflow in respect of such patient. Post discharge, the hospital would submit bills and other documents in accordance with CGHS requirement within 72 hours.

9. PROCESSING OF CLAIMS/BILLS

The paying authority i.e. O/o JCDA (R&D) Balasore will scrutinise the claims as per CGHS Rules and Regulations. The paying authority will also examine the bills in terms of

- Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
- Whether the planned treatment is shown as emergency treatment
- Whether the diagnostic medical or surgical procedures that were not required were conducted by hospital including unnecessary investigations.
- Maintaining database of such information of CGHS beneficiaries for future use.
- Whether the treatment procedures have been provided as per the approved rates and the packages.
- Whether procedures performed were only those for which permission has been granted.

The paying authority shall record the findings and ITR Authority will intimate the same to the Hospital concerned. The payment of the bill/claim to the Hospital concerned will be made directly by the paying authority after receipt of bills physically and thereafter auditing of the same.

10. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Hospitals.

11. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS

It shall be the duty and responsibility of the empanelled hospital at all times to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory/ mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

12. LIQUIDATED DAMAGES

The Hospital shall provide the services as per the requirements specified by the CGHS in terms of the provisions of this agreement. In case of violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the ITR Beneficiaries or defective service and negligence, an amount equivalent of demonstrable loss, as decided by the Arbitrator, will be charged by the ITR.

Chief Operating Officer
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Healthpark, Rasulgarh
Bhubaneswar-25

डा. बिनय कृष्ण (ओएस) निदेशक, आईटीआर, चण्डीपुर
Dr. B. K. Das, Scientist-'H'(OS)
DIRECTOR, ITR, Chandipur

For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/future bills of the Hospital and the ITR shall have the right to issue a written warning to the Health Care Organization not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that particular Health care Organisation.

13. TERMINATION:

The ITR may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminate the Agreement in whole or part:

If the Hospital fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement or within any extension thereof if granted by the CGHS pursuant to Condition of Agreement or if the Health Care Organization fails to perform any other obligation(s) under the Agreement.

If in the opinion of the ITR authority that Hospital is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

The agreement will be terminated after giving 90 days written notice by either party. Before termination of the contract the pending dues if any, is to be settled.

14. INDEMNITY

The empanelled hospital shall at all times, indemnify and keep indemnified the 1st Party against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Health Care Organization in execution of or in connection with the services under this Agreement and against any loss or damage in consequence to any action or suit being brought against the ITR/Government, along with (or otherwise), Health Care Organization as a Party for anything done or purported to be done in the course of the execution of this Agreement.

The Health Care Organisation will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify ITR from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

The Health Care Organisation will pay all indemnities arising from such incidents without any extra cost to ITR and will not hold the ITR responsible or obligated. ITR/Government may at its discretion and shall always be entirely at the cost of the Health Care Organization defend such suit, either jointly with the Health Care Organization or singly in case the later chooses not to defend the case.

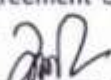
15. ARBITRATION


If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between both the parties, upon or in relation to or in connection with or arising out of the Agreement, shall be referred to DG (MSS) for arbitration on mutual decision. The decision of the DG (MSS) shall be final and binding. The provisions of the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings. The venue of the Arbitration Proceedings shall be at Hyderabad.

16. MISCELLANEOUS

Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between ITR and the Health Care Organization. The Health Care Organization shall work or perform their duties under this Agreement or otherwise.

This Agreement can be modified or altered only on written agreement signed by both the parties.


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


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Dr. B. K. Das, Scientist-'H'(OS)
DIRECTOR, ITR, Chandipur

The ITR authority will not be responsible in any way for any negligence or misconduct of the Health Care Organisation and its employees for any accident, injury or damage sustained or suffered by any ITR beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and/or deficiencies in rendering such services.

A list of officers shall be issued, who may visit the Hospital and verify the authenticity of the beneficiary during hospitalization.

This agreement is liable to be changed/amended subject to the new medical policy directives from the DRDO Hqrs.

When a long duration treatment or major operation becomes necessary, Hospital will provide a provisional estimate of expenditure likely to be incurred during the course of treatment soon after the patient is admitted to the Hospital or before hospitalisation, as the case may be, to facilitate timely approval from the competent authority and payment to hospital within the committed period of 30 days.

17. NOTICES

17.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

ITR : Integrated Test Range, Chandipur, Balasore, Odisha-756025

HMCH : Hi-Tech Medical College & Hospital, Pandara, P.O-G.G.P. Colony, Rasulgarh, Bhubaneswar – 751025, Dist – Khurda, State – Odisha.


17.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it is returned with remarks like refused, left, premises locked, etc


IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

Signed by


डा. बिनय कुमार दास; वैज्ञानिक- 'एच' (ओएस)
निदेशक, आई टीआर, चान्दीपुर

Dr. B. K. Das, Scientist-'H'(OS)
DIRECTOR, ITR, Chandipur
In the presence of (Witnesses)

1. 
वैज्ञानिक 'जी' Scientist 'G'
सह निदेशक Associate Director
आई टीआर, चान्दीपुर, ITR, Chandipur.....

2. 

Signed by


Operating Officer..... Hospitals, Bhubaneswar
Hi-Tech Medical College & Hospital
Healthpark, Rasulgarh
Bhubaneswar-751025
In the presence of (Witnesses)

1.  S. Rajeswari.....
2.  Manas Priswas.....