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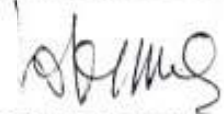
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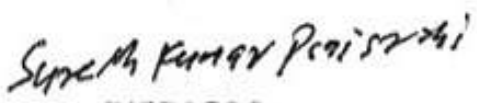
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**MEMORANDUM OF AGREEMENT**  
FOR CROSS EMPANELMENT

An agreement made and entered into this 01 day of Apr 2016 between the President of India, acting through Director, Regional Centre ECHS (V), Naval Base, INS Circars, Visakhapatnam -14 for Ex-Serviceman Contributory Health Scheme, (hereinafter called 'ECHS' which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the One Part and Mr. Suresh Kumar Panigrahi, Director / Managing Trustee of Hi-Tech Medical College & Hospital, Bhubaneswar under Vigyan Bharati Charitable Trust owner or and the authorized signatory of (hereinafter called 'Hospital/Diagnostic Centre/Dental Centre' which expression unless excluded by or repugnant to the subject or context, shall mean to include its legal representative, successors and permitted assigns) of the other part.

WHEREAS Mr. Suresh Kumar Panigrahi, Director (name of corporate body / firm / trust / owner of hospital / Nursing home), had applied for recognition under ECHS for treatment of the members of ECHS and their dependent beneficiaries, and ECHS proposes to extend recognition to Hi-Tech Medical College & Hospital, Bhubaneswar (name of Hospital / Diagnostic Centre / Dental Centre for treatment of ECHS members and their dependent beneficiaries.

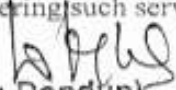
  
(Lobsang Dondup)  
Surg Commander  
Joint Director (med)  
Regional Centre ECHS  
Visakhapatnam

  
DIRECTOR  
Hi-tech Medical College & Hospital  
Bhubaneswar



NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:-

1. **Hi-Tech Medical College & Hospital, Bhubaneswar** (Name of Hospital / ~~Diagnostic Centre~~ / ~~Dental Centre~~), ~~Super-Specialty~~ / ~~Non NABH~~ / ~~NABH~~ / ~~NABL~~ is recognized under ECHS for treatment of the ECHS members and their dependent beneficiaries for services attached at **Annexure 109A** subject to the conditions hereinafter mentioned.
2. The Hospital shall provide the agreed upon services to referred cases only. These cases would be referred by doctors from ECHS Polyclinics. The referred cases would be issued referral slip duly signed by doctors under his seal and signature bearing name also.
3. The services would be extended on billing system to referred cases for agreed upon period. The services would be extended on billing system to referred cases for agreed upon period. Charges would be levied as per rates negotiated with the Hospital and approved by ECHS (**Annexure II attached**). **Under no circumstances will CGHS rates be exceeded. Where CGHS rates are not available AIIMS rates will be applicable.**
4. The Hospital is not at liberty to revise the rate suo moto.
5. The bills would be scrutinized by the ECHS authorities and would contain the following :-
  - (a) Bills to be submitted on hospital Performa.
  - (b) Medical advance drawn, if any.
  - (c) Referral slip from Polyclinic & photocopy of ECHS card (Enlarge view).
  - (d) Detailed summary of the case justification of treatment / procedure including outcome.
  - (e) Consultation charges/Diagnostic/Package charges as applicable.
  - (f) Other charges if any not included above (to be specified).
6. The Hospital would not refer the ECHS cases further to other institute, and if it does so, it will be at their own arrangements, and ECHS would not be responsible to the other institute for any liability. Payment in such cases would also be restricted to approved rates only.
7. The Hospital would not refuse admission to referred case on flimsy grounds.
8. The schedule of approved charges are at Annexure I, attached hereto.
9. List of Polyclinics authorized to refer patients is attached as per Annexure-II.
10. The Hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final.
11. The Hospital will enclose pouches / stickers and copy of invoice from supplier in case of implants where to be paid in addition to package rate. No medicine will be charged more than MRP. All medicines / equipment's costing more than 1000 / - (Rupees one thousand only) per unit will be supported by certificate from hospital that these have been charged at the rate less than or equal to MRP.
12. The hospital shall be raise bills in the prescribed format to the ECHS Polyclinic in respect of the ECHS members treated within 10 days of the completion of treatment / discharge of the patient.
13. Any liability arising out of or due to any default or negligence in provision or performance of the medical services shall be borne exclusively by the Hospital, who shall alone be responsible for the defect in rendering such services.

  
 (Lobsang Dondup)  
 Surg Commander  
 Joint Director (med)  
 Regional Centre  
 Vizakhapatnam

  
 DIRECTOR  
 Hi-tech Medical College & Hospital  
 Bhubaneswar

- 14. During In-patient treatment of the ECHS 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 for the ECHS at **Annexure – I** includes the cost of drugs, surgical instruments and other medicines etc.
- 15. This Agreement contains the entire agreement between both the parties and nothing outside this Agreement shall be valid and binding. This Agreement may be modified or altered only on written agreement signed by both the parties.
- 16. If one or more treatment procedure from part of major treatment procedure, package charges would be made against the major procedures and only on half of approved charges quoted for the other procedures would be added to the package charges of the first major procedure.
- 17. The rate will be applicable only for allopathic system of medicine. No charges will be reimbursed for Homeopathic, Unani, Ayurveda or traditional systems of medicines.
- 18. This agreement contains the entire agreement between both the parties and nothing outside this agreement shall be valid and binding. This agreement may be modified or altered only on written agreement signed by both parties.
- 19. This Agreement shall remain in force for a period of **two years i.e from 1st April 2016 to 31st March 2018**, extendable on mutual agreement. *OR till validity of APBGT till 31st May 18. (MTEOC/PB/C valued upto 23 Sept 16)*
- 20. Should the Hospital get would up or partnership is dissolved, the ECHS shall have the power to terminate or 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 in force.
- 21. The ECHS shall have a lien and also reserves 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 ECHS may have against the Hospital under this or any other agreement.
- 22. The Hospital/Diagnostic Centre will provide Performance Bank Guarantee to Director Regional Centre ECHS Ranchi as and when demanded. In case the hospital fails to provide Performance Bank Guarantee, the Hospital / Diagnostic Centre will be de empanelled.
- 23. The Performance of Bank Guarantee will be forfeited and the hospitals / diagnostic laboratory removed from the list of empanelled institutions in case of the following :-
  - (a) In case of any violation of provisions of MoA by the hospitals / diagnostic laboratory such as :-
    - (i) Refusal of services.
    - (ii) Under taking unnecessary procedures.
    - (iii) Prescribing unnecessary drugs / Tests.
    - (iv) Overbilling.
    - (v) Reduction in staff / infrastructure / equipment etc, after the hospital / diagnostic, laboratory has been empanelled.
    - (vi) Non submission of the report, habitual late submission or submissions in correct in the report.
    - (vii) Refusal of credit to eligible beneficiary and direct charging from them.
    - (viii) If recommended by NABH / NABL at any stage.
    - (ix) Discrimination against ECHS beneficiary vis-à-vis general patient.

*(Signature)*  
 (Lobsang Dondup)  
 Surg Commander  
 Joint Director (med)  
 Regional Centre ECHS  
 Bhubaneswar

*(Signature)*  
 DIRECTOR  
 Hi-tech Medical College & Hospital  
 Bhubaneswar



- (b) The bank guarantee shall be four forfeited and the ECHS shall have the right to be recognition. The Hospital / diagnostic laboratory as the case may be, such action could be initiated on the basis of a complain, medical audit or inspection carried out by ECHS teams at random. The decision of the Ministry of Defence (ESW) in this regard shall be final.
  
- 24. Liquidated Damages: The hospital / diagnostic laboratory shall provide the service as per the requirement specified by the ECHS in terms of the provisions of the MoA. Liquidated damages will be ordered by the competent authority as under:-
  - (a) In case of initial violation of the provisions of the MoU by the Hospital / Diagnostic Laboratories such as refusal of services of refusal or credit to eligible categories of ECHS Beneficiaries or defective service and negligence, the amount equivalent to 15 % of the amount of PBG shall be charges as agreed Liquidation Damages by the ECHS, However, the total amount of the PBG shall be maintained being a revolving Guarantee.
  - (b) In case of repeated defaults by the Hospital / Diagnostic Laboratories, the total amount to PBG shall be forfeited and action shall be taken for removing the hospital/diagnostic laboratory from the cross-empanelmentof ECHS as well as terminate of the Agreement.
  - (c) For overbilling and unnecessary procedures, the extra amount so charged shall be deducted from the pending/future bills of the hospital/Diagnostic Laboratories not to do so in future. The recurrence, if any shall lead to the stoppage of referral to the hospital/diagnostic laboratory.
  - (d) Before, initiating action under sub clause (a) to (c) above, ECHS shall serve a show cause notice to the Hospital/Diagnostic Laboratories for which it shall have to within ten days of its receipt.
  
- 25. The ECHS shall be at liberty at any time to terminate this agreement on giving 24 hours notice in writing to the Hospital for breach of any of the terms and conditions of this Agreement and the decision of ECHS in this regard shall be final.
  
- 26. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the Hospital or any of them for their agent or anyone else on their behalf to \any member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the Hospital may incur, cancel and/or terminate this Agreement and/or any other agreement entered in by the ECHS holding the Hospital liable for any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the Hospital.
  
- 27. Subject as otherwise, provided in this contract, all notice may be given or taken by the ECHS or by any officer for the time being entrusted with the functions of ECHS.
  
- 28. The administrative cost of the Hospital and all other expenses required by the Hospital for the purpose of this Agreement shall be borne by the Hospital.

*(Signature)*  
 (Lobsang Dondup)  
 Surg Commander  
 Joint Director (med)  
 Regional Centre ECHS

*(Signature)*  
 DIRECTOR  
 Hi-tech Medical College & Hospital  
 Bhubaneswar

- 29. Any dispute or difference whatsoever arising between the parties to this agreement out of our relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on the appointment of the Arbitrator shall be nominated by the Secretary, Department of Legal affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act, 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi.
- 30. The parties shall abide by the following undertakings in addition to the clauses mentioned above for the purpose of on line bill processing:-
  - A The empanelled hospital shall acknowledge the referral from Polyclinic Online.
  - B The empanelled hospital on admission of an ECHS Beneficiary shall intimate on Line to BPA the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 24 hours of admission.
  - C After the patient is discharged, the hospital will upload the claim related documents viz Referral letter, Bills, Lab Reports, Discharge Summary, Doctors Report, Indoor papers etc to BPA web based application within two working days.
  - D The hard copies of the claim will be dispatched to the Regional Centre ECHS Ranchi within 7 working days.
  - E The hospital shall submit all the medical reports in digital form as well as in physical form.
  - F The hospital agrees that the actual processing shall start when physical copies of the bills submitted by the hospitals to the concerned Regional Centre, ECHS and are verified by them on behalf of ECHS and counting of days shall start from such date for the purpose of deduction of Discount payable by hospitals to ECHS. In case of query raised on the bills the TAT for the purpose of Discount shall start from the date of reply to the last query.
  - G The BPA will audit the medical claims of the ECHS Beneficiaries in respect of the treatment taken by them in the ECHS recognized private hospital/Polyclinic and make recommendations for onward payment to ECHS in a time bound manner within a period of 10 working days from the date of submission of bills in physical format/reply to last query whichever is later.
  - H Hospital to take care to reply to the query raised by BPA on the bills within a reasonable time say not more than 15 days.
  - J The claim in electronic form alongwith work sheet containing details of recommended amount will be submitted to CFA within two working days, electronically.

*(Signature)*  
**(Lobsang Dondup)**  
 Surg Commander  
 Joint Director (med)  
 Regional Centre ECHS  
 Visakhapatnam

*(Signature)*  
**DIRECTOR**  
 Hi-tech Medical College & Hospital  
 Bhubaneswar



K Hospitals shall have the following infrastructure for Interaction with BPA.

Desktop PC

Requirement	Minimum	Ideal
OS	Window XP SP3/Linux	Window XP SP3/Linux
RAM	1 GB	2 GB
Processor	Pentium 4	Intel Core 2 DUO
Browser	IE 8 Google Chrome Mozilla Fire Fox 10	IE 8 Google Chrome Mozilla Fire Fox 10

Document Scanner

Requirement	Minimum	Ideal
Document Scanner	Color/Grayscale/B&W 200 dpi Flat Bed A4 Size Simplex	Color/Grayscale/B&W 200 dpi Flat/Document Feeder Multiple Page Size Duplex

L BPA rendering services shall deduct from the Hospital approved amount a certain amount per claim (and service tax as applicable) as per details given below:-

Hospital Bill Amount (in Rs)	Hospital Payment to BPA (Rs)
Less than Rs 500	7 + Service Tax
501 to 1000	20 + Service Tax
1001 to 5000	50 + Service Tax
5001 to 10000	125 + Service Tax
More than 10000	266 + Service Tax

Note : The payment to UTI ITSL is on the hospital claim amount & not on the approved amount.

M Discount

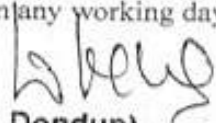
The Hospital shall agree for deduction of 2% of admissible amount if payments are made with 10 working days from the date of verification of physical bills by Regional Centre, ECHS to the BPA or reply to the last query whichever is later.

N Medical Audit of bills

There shall be continuous medical audit of the services provided by the empanelled hospitals.

31. The Hospital shall pay all expenses incidental to the preparation and stamping of this agreement.

31. All notice and reference hereunder shall be deemed to have been duly served and given to the Hospital if delivered to the Hospital or their authorized agent or sent by registered post to the address of the Hospital stated hereinbefore and to the ECHS if delivered to The Director Regional Centre ECHS (V), Visakhapatnam or sent by registered post or left at his office during office hours on any working day.

  
**(Lobsang Dondup)**  
 Surg Commander  
 Joint Director (med)  
 Regional Centre ECHS  
 Visakhapatnam

  
**DIRECTOR**  
 Hi-tech Medical College & Hospital  
 Bhubaneswar

32. The originals copy of this Agreement shall be kept at the office of Director Regional Centre ECHS, Visakhapatnam and a true copy shall be retained in the office of the Hospital / Diagnostic / Dental Centre.

In witness whereof, Director, Regional Centre ECHS (V), Visakhapatnam for and on behalf of the President of India and the above named Hospital have hereunto set their respective hands and seal the date and year first above written.

*[Handwritten signature]*

(Signature of Director Regional Centre ECHS Visakhapatnam on behalf of the President of India)

**COL H S ANAND  
OFFICIATING DIRECTOR**

**Director  
Regional Centre ECHS**

*[Handwritten signature]*

(Signature of Hospital / Nursing Home)

**DIRECTOR  
Hi-tech Medical College & Hospital  
Bhubaneswar**

(Witness to the signature of Director Regional Centre, ECHS Visakhapatnam)

**(Lobsang Dondup)  
Surg Commander  
Joint Director (med)  
Regional Centre ECHS  
Visakhapatnam**

*[Handwritten signature]*  
(Witness to the signature of Hospital / Nursing Home)

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